

SCHOOLHOUSE APARTMENTS ROCKLAND

6 Delprete Avenue
Rockland, MA 02370

APPLICATION FOR COMPREHENSIVE PERMIT UNDER M.G.L. CH. 40B

(27 Affordable Units for the Elderly)



Submitted to:

Town of Rockland, MA Zoning Board of Appeals
January 21, 2022

Submitted By:

Schoolhouse Apartments Rockland, Limited Partnership
Connolly and Partners, LLC
C/o Doherty Law Offices
50 Franklin Street, Suite 300
Boston, MA 02110

Development Narrative

Connolly and Partners, LLC, a Massachusetts limited liability company (the “Developer”) has created an entity known as Schoolhouse Apartments Rockland, Limited Partnership, a Massachusetts limited partnership and limited dividend organization (the “Applicant”), for the sole purpose of redeveloping the former Holy Family School located at 6 Delprete Avenue, Rockland, MA (the “Project”). The Project is located on land constituting a portion of the Holy Family Church campus and is currently owned by the Roman Catholic Archbishop of Boston (“RCAB”). The proposed Project will require the subdivision of the existing Holy Family Church property to create a separate parcel to be owned by Schoolhouse Apartments Rockland, Limited Partnership consisting of approximately 38,888 sq. ft with an approximately 813 sq. ft. access easement.

The Project will provide affordable rental housing units for low-income seniors aged 62 and over. Of the Project’s twenty-seven (27) units, all 27 will be restricted to occupancy by senior applicants under the 60% of Area Median Income (“AMI”) Low Income Housing Tax Credit (“LIHTC”) income threshold. In order to enhance affordability further, the project will be requesting approval from the Department of Housing and Community Development’s (“DHCD”) for Project Based Voucher (“PBV”) rental assistance to provide for up to eight (8) of the 27 units for applicants earning less than 30% of AMI. In addition, once the deed has been recorded transferring title to the Developer, and subject to use and unjust enrichment restrictions which shall benefit the remaining RCAB land, the Developer has committed to enter into an “In Perpetuity” agreement with DHCD and the Town of Rockland to restrict the property to permanent, deed-restricted, use as affordable senior rental housing.

The development of the Project will maintain the former Holy Family School’s massing and structure, with the addition of canopies at the building’s main and rear entries, as well as a ramp to provide added accessibility for its new residents. Walking paths, seating groupings of varied configurations, small gardens, new trees, grasses and shrub cover will occupy the grounds immediately surrounding the Project.

The Project site is located within the Town of Rockland’s R-4 Residential Zoning District. To fully comply with all the requirements of the Town of Rockland Zoning Bylaw, the project is requesting waivers to the specific zoning requirements listed in Exhibit I through the Town of Rockland’s Zoning Board of Appeals Comprehensive Permit Rules and M.G.L. Ch. 40B including the regulations thereunder at 760 CMR 56.00. The Project has received a Project Eligibility Letter from the Massachusetts Department of Housing and Community Development.

The information below and attached is provided per the requirements of M.G.L. Chapter 40B and the regulations thereunder at 760 C.M.R. 56 as well as the Town of Rockland's Zoning Board of Appeals' Comprehensive Permit Rules. A formal application to the Rockland Zoning Board of Appeals for a public hearing for the Project is attached as Exhibit A.

Site Plan

In accordance with Section 3.01(a) of the Town of Rockland's Zoning Board of Appeals' Comprehensive Permit Rules and 760 C.M.R. 56.05(2)(a), enclosed as Exhibit B please find preliminary site development plans showing the locations and outlines of proposed buildings, the proposed locations, general dimensions and materials for streets, drives, parking areas, walks and paved areas, and proposed landscaping improvements and open areas within the Project site.

Existing Site Condition and Traffic Flow Plans

In accordance with Section 3.01(b) of the Town of Rockland's Zoning Board of Appeals' Comprehensive Permit Rules and 760 C.M.R. 56.05(2)(b), enclosed as Exhibit C please find Plans showing existing site conditions, including a summary of conditions in the surrounding areas showing the location and nature of existing buildings, existing street elevations, traffic patterns and character of open areas in the surrounding neighborhood.

Architectural Drawings

In accordance with Section 3.01(c) of the Town of Rockland's Zoning Board of Appeals Comprehensive Permit Rules and 760 C.M.R. 56.05(2)(c), enclosed as Exhibit D please find preliminary, scaled architectural drawings for the Project including typical floor plans, elevations, sections identifying all construction type and exterior finishes.

Building Tabulations

In accordance with Section 3.01(d) of the Town of Rockland's Zoning Board of Appeals' Comprehensive Permit Rules and 760 C.M.R. 56.05(2)(d), included as part of Exhibit B please find a tabulation of proposed buildings by type, size number of bedrooms, floor area and ground coverage, and a summary showing the percentage of the tract to be occupied by buildings, parking and other paved vehicular areas and open areas.

Form A Plan

In accordance with Section 3.01(e) of the Town of Rockland's Zoning Board of Appeals' Comprehensive Permit Rules and 760 C.M.R. 56.05(2)(e), enclosed as Exhibit E please find a Form A Plan for the Project.

Grading and Utility Plan

In accordance with Section 3.01(f) of the Town of Rockland's Zoning Board of Appeals' Comprehensive Permit Rules and 760 C.M.R. 56.05(2)(f), enclosed as Exhibit F please find a Grading and Utility Plan for the Project.

Project Eligibility Letter

In accordance with Section 3.01(g)(ii) of the Town of Rockland's Zoning Board of Appeals Comprehensive Permit Rules and 760 C.M.R. 56.05(2)(g), enclosed as Exhibit G please find a Project Eligibility Letter for the Project evidencing that the Project is fundable by a subsidizing agency under a low and moderate income housing subsidy program.

Jurisdictional Requirements

In accordance with the Section 3.01(g)(i) of the Town of Rockland's Zoning Board of Appeals Comprehensive Permit Rules, enclosed as Exhibit H please find evidence that the Developer has control of the site pursuant to the Purchase and Sale Agreement dated August 10, 2020, as amended by an Amendment to Purchase and Sale Agreement dated October 19, 2021 and that Schoolhouse Apartments Rockland, Limited Partnership is a limited dividend organization as shown in the Project Eligibility Letter see Exhibit G.

Requested Waivers from Local Requirements, Regulations, Codes, Ordinances, Bylaws or Regulations

In accordance with Section 3.01(h) of the Town of Rockland's Zoning Board of Appeals Comprehensive Permit Rules and 760 C.M.R. 56.05(h), enclosed as Exhibit I please a tabulation of the requested waivers from local Requirements, Regulations, Codes, Ordinances, Bylaws or Regulations for the Project

Municipal Lien Certificate

In accordance with the Town of Rockland Zoning Board of Appeals' Instructions for a Public Hearing, enclosed as Exhibit J please find a copy of the Municipal Lien Certificate for the Property.

Certified Abutters List

In accordance with the Town of Rockland Zoning Board of Appeals' Instructions for a Public Hearing, enclosed as Exhibit K please find a copy of the Certified Abutter's list for the Property dated December 10, 2021

LIST OF EXHIBITS

Exhibit A	Application for a Public Hearing
Exhibit A-1	Requested Waivers Exhibit For Public Hearing Application
Exhibit B	Site Plan and Building Tabulations
Exhibit C	Existing Conditions and Traffic Flow Plans
Exhibit D	Architectural Drawings
Exhibit E	Form A Plan
Exhibit F	Grading and Utility Plan
Exhibit G	Project Eligibility Letter
Exhibit H	Purchase and Sale Agreement and Amendment
Exhibit I	Requested Waivers
Exhibit J	Municipal Lien Certificate
Exhibit K	Town of Rockland Board of Assessors Certified Abutters List Dated December 10, 2021

Exhibit A

Application for a Public Hearing

TOWN OF ROCKLAND
ZONING BOARD OF APPEALS
APPLICATION FOR A PUBLIC HEARING

SECTION 1:

A. I/We hereby apply for a public hearing before the Zoning Board for the following:
(Check all that are applicable)

- ☐ Application for Dimensional Variance
- ☐ Application for a Use Variance
- ☐ Application for a Section 6 Finding
- ☐ Special Permit for Use permissible by Special Permit
- ☐ Appeal from a Decision of the Zoning Enforcement Officer
- ☒ Comprehensive Permit (Chapter 40B)

SECTION 2:

B. Answer all of the following questions that pertain to your application:

1. Address of the property in question: 6 Delprete Avenue, Rockland, MA 02370
2. Name(s) of Owner(s) of Property: Roman Catholic Archbishop of Boston
3. Owner's Address: 66 Brooks Drive, Braintree, MA 02184
4. Name of Applicant(s): Schoolhouse Apartments Rockland, Limited Partnership
5. Address of Applicant: Connolly and Partners, LLC, C/o Doherty Law Offices
50 Franklin Street, Suite 300, Boston, MA 02110
6. Applicant's Phone: Home: _____ Work: 617-523-8600 ext. 22
Cell: 617-838-3425 Fax: 617-523-8620
E-Mail: jconnolly@connollyllc.com Contact - Jennifer Connolly
7. State the Assessor's Map # 34 and Lot # 157 of the property.
8. State the Zoning District in which the property is located: R-4 Residence Zoning District
9. Explain in-depth what you are proposing to do: The applicant is applying for a
Comprehensive Permit under M.G.L. Ch. 40B to redevelop the
existing Holy Family School into 27 affordable housing units for the elderly.

10. Describe in detail any existing variance(s) or special permit(s) pertaining to this property. Copy/copies must be obtained at the Town Clerk's Office and must be attached to this application:

N/A

11. List all applicable sections of the Zoning Bylaw that pertains to this application:

See attached Exhibit A-1

12. If you are applying for a dimensional variance, state in detail any specific condition that effects the shape, soil, topography or structures on your lot that specifically effects your lot and does not effect the zoning district as a whole, and why these conditions cause a hardship to the land that warrants the granting of a variance (use a separate piece of paper if necessary) N/A

13. If this is an application for a special permit, describe in detail the permit you are seeking and provide the Board with specific information as to how the proposed use will meet the Performance Standards of the Zoning By-Laws of Rockland:

N/A

14. If this is an appeal from a decision of the Zoning Enforcement Officer, state in detail the grounds upon which you claim that the Zoning Enforcement Officer/ Building Inspector's decision was in error. N/A

Signed: , Duly Authorized

Roman Catholic Archbishop of Boston

Gene J. Guimond, as his/her/its by
Owner(s) of Record in fact.

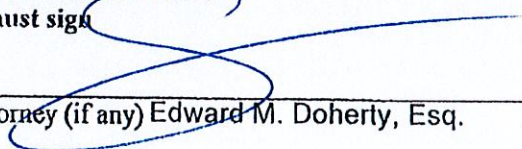
All owners must sign

Signed: 

William M. Connolly, the sole Manager of Connolly and Partners, LLC, the sole Manager of Schoolhouse Apartments Rockland, LLC, the sole General Partner of Schoolhouse Apartments Rockland, Limited Partnership (the "Applicant")

Applicant(s) If Different from owner

All applicants must sign

Signed: 

Signature of Attorney (if any) Edward M. Doherty, Esq.

Date: January 21, 2022

Exhibit A-1

Applicable Sections of the Town of Rockland Zoning Bylaw Pertinent to this Application

ARTICLE IV - PERMITTED USES:

<u>REGULATION</u>	<u>REQUIRED</u>	<u>REQUESTED</u>
415-11	R-4 Residence Zoning District: Permitted principle uses: Multi family residence	Exemption Not Required

ARTICLE V – BUILDING, LOT AND GENERAL DISTRICT REGULATIONS:

<u>REGULATION</u>	<u>REQUIRED</u>	<u>REQUESTED</u>
415-22 (District R-4)	-Maximum number of dwelling units per 32,670 square feet: 4	Exemption 22.3 units per 32,670 square feet (27 units on 38,888 s.f. proposed lot)
415-22 (District R-4)	Minimum side yard setback: 15 feet	Exemption (10.62 feet)
415-22 A(1).	All parking spaces as required by this bylaw shall be a minimum of 10 feet in width by 20 feet in length for full size vehicles; and nine feet in width by 18 feet in length for compact vehicles. The ratio shall be 30% compact vehicles to 70% full size vehicles spaces.	Exemption (9' x 18')
415-22 A(2)a.	In all Residential Zones, all parking areas, loading areas and areas used for access, egress or onsite circulation shall be set back a minimum of 10 feet from any property line and the ten-foot set back shall be properly landscaped and maintained.	Exemption Visitor Spaces setback: 2.22' min.
415-22 F (5) d.	F(1) F(2) F(3) The conversions of schools, retail/wholesale establishments, and other industrial, or commercial buildings into dwelling will be allowed by the Zoning	Special Permit - Exemption Not Required

	Board of Appeals under the Special Permit	
415-22 G (1)a.	The following uses shall require the submission of a traffic impact report to the Planning Board: The proposed construction of 25 or more residential units	Exemption
415-22 H	Consultant review requirement.	Exemption

ARTICLE VIII – SITE PLAN REVIEW:

<u>REGULATION</u>	<u>REQUIRED</u>	<u>REQUESTED</u>
415-58	Except as provided herein, no building, excavation, or foundation activities shall be initiated unless a Site plan is first submitted and approved and a building permit issued.	Exemption
415-59	Site plan review and approval	Exemption

ARTICLE XI – ENFORCEMENT

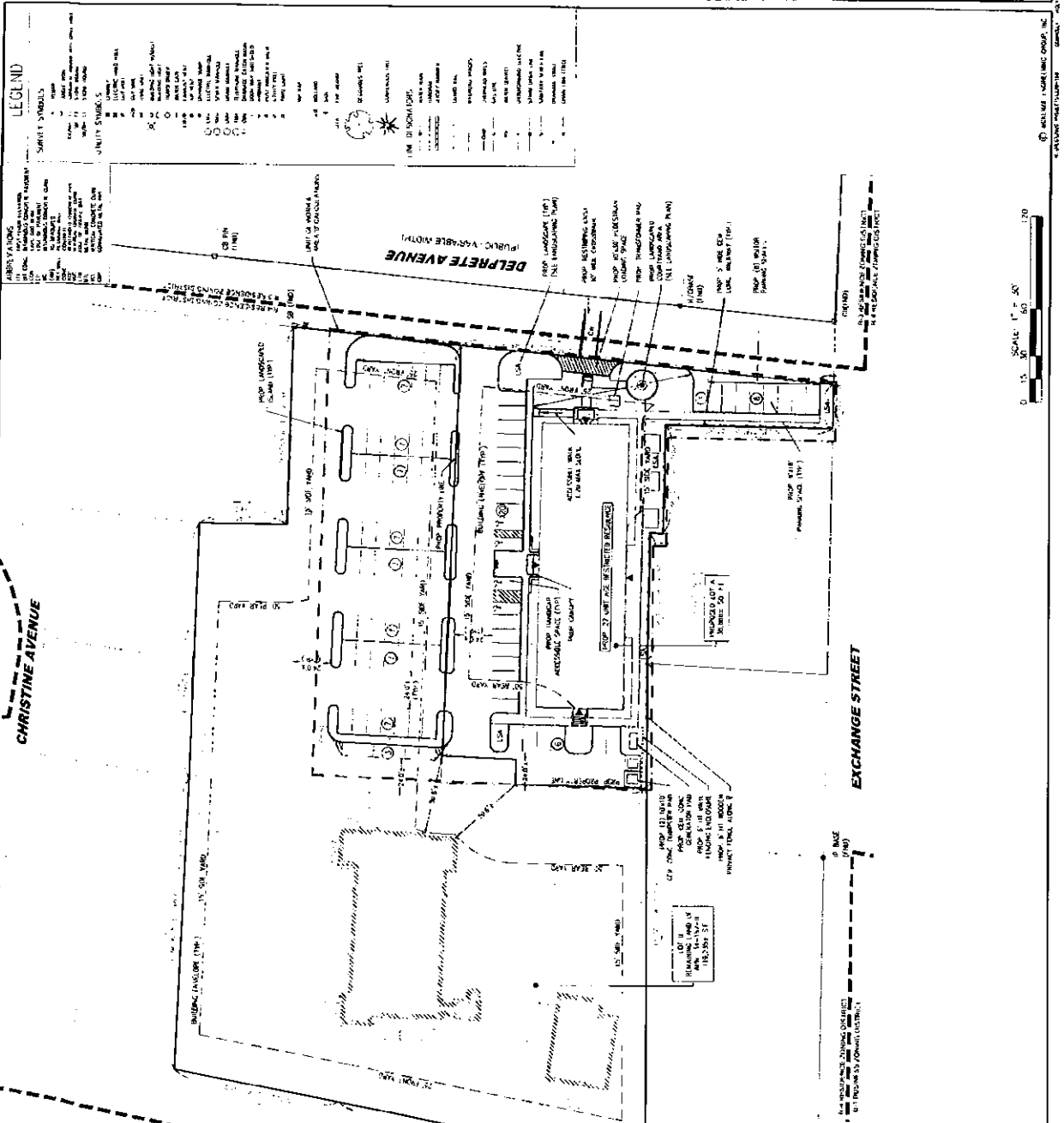
<u>REGULATION</u>	<u>REQUIRED</u>	<u>REQUESTED</u>
415-89 A	A special permit shall be required to construct or otherwise establish any of the specific types of uses so identified within this bylaw which shall only be permitted upon issuance of a special permit.	Exemption

ARTICLE XIII – DESIGN REVIEW BOARD

<u>REGULATION</u>	<u>REQUIRED</u>	<u>REQUESTED</u>
415-93.A	All commercial, industrial, public, and institutional sites and/or buildings which are to be constructed, or substantially altered and/or renovated shall be subject to review by the Design Review Board, regardless of their location in Rockland.	Exemption
415-94.B	Condominium Developments are subject to review by the Design Review Board.	Exemption

Exhibit B

Site Plan and Building Tabulations



GENERAL NOTES

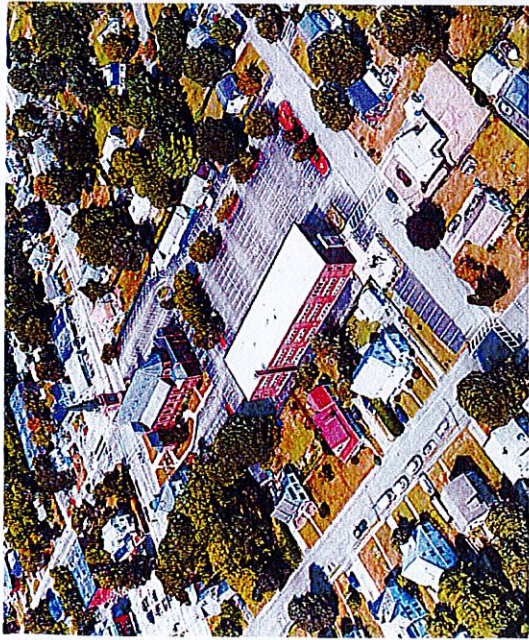
1. THIS PLAN IS BASED ON THE RECORD DRAWING OF THE EXISTING BUILDING AND SITE.
2. THE PROPOSED BUILDING IS A FOUR-UNIT RESIDENTIAL BUILDING.
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PROPOSED LOT

ITEM	DESCRIPTION	AMOUNT
1	PROPOSED LOT AREA	10,000 SQ. FT.
2	PROPOSED LOT AREA	10,000 SQ. FT.
3	PROPOSED LOT AREA	10,000 SQ. FT.
4	PROPOSED LOT AREA	10,000 SQ. FT.
5	PROPOSED LOT AREA	10,000 SQ. FT.
6	PROPOSED LOT AREA	10,000 SQ. FT.
7	PROPOSED LOT AREA	10,000 SQ. FT.
8	PROPOSED LOT AREA	10,000 SQ. FT.
9	PROPOSED LOT AREA	10,000 SQ. FT.
10	PROPOSED LOT AREA	10,000 SQ. FT.

Exhibit C

Existing Conditions and Traffic Flow Plans



403 Union Street - Schoolhouse Apartments | Existing Conditions
 Rockland, MA



Seger
Architects, Inc.
10 Derby Square, Suite 3M,
Salem, Massachusetts 01970
Telephone: 978-744-0208
www.segerarchitects.com

CECE
Mechanical Engineering, Idaho
7500 Conant Drive, Suite 100
Boise, ID 83725
p: 208-332-3300

CANADIAN ARCHITECT
Matthew J. Angelo (architect)
Architecture LLC
732 East Broadway, Suite #3
Bozeman, MT 59717
p: 402-392-4766

MELCHIONI, LLC/CECA
PLUMBING, HEATING, & AIR
BLM Engineers, Inc.
211 Grant Blvd.
Littletton, MA 07043
p: 978-466-4503

SCHOOL HOUSE
APARTMENTS
ROCKLAND

6 Delmore
Avenue
Rockland, MA

PROJECT INFORMATION

Curney and Partners, LLC
439 Washington Street
Burlington, MA 01810
P: 617-523-0620

East Northern Realty, Corp.
P.O. Box 1272
149 Central Road
Manchester, CT 06043
W: 860-640-6722

[illegible]

Birth Date	2020-12-1
Issue	February 10, 2021
State	AS 94518
Designated By	JDE
Urgent By	JM
Checked By	JAN
Approved By	JAN

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Photos

SOUTH ELEVATION - DELPRETE AVE VIEW

SOUTH ELEVATION

DESIGN REVIEW, NOT FOR CONSTRUCTION

Project in Context with Surrounding Residential Neighborhood



Aerial view of proposed project in context of residential neighborhood



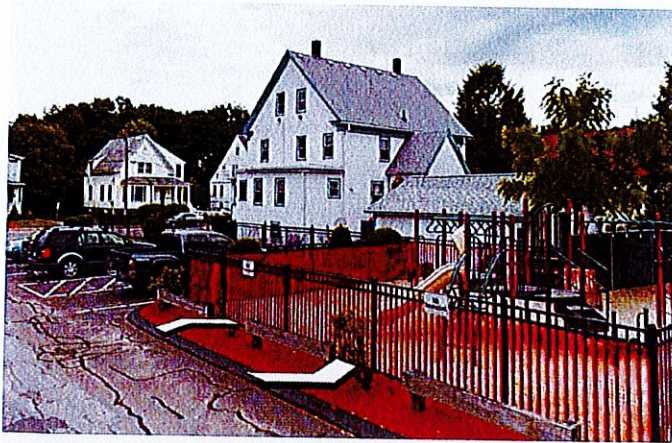
Delprete Street across from school at corner looking northeast



Delprete Street further north across from school looking northeast



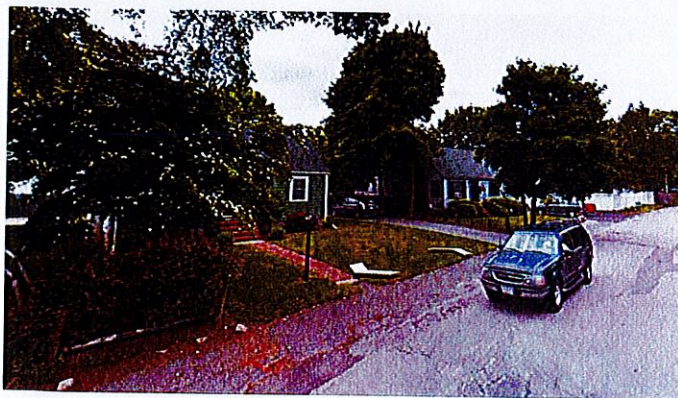
Delprete Street further north across from school looking northeast



Delprete Street looking south to house at corner of Exchange Street and Delprete Street



Delprete Street looking south to homes along Exchange Street



Home on school side of Delprete Street looking north.



Homes along Exchange Street looking north with the school in the background

Exhibit D

Architectural Drawings

PROJECT: SEGER ARCHITECTS, INC.
DATE: 10/15/2011
BY: J. SEGER
CHECKED BY: J. SEGER
PROJECT NO.: 1011-001
PROJECT NAME: SEGER ARCHITECTS, INC.
PROJECT ADDRESS: 63 North Street, Suite 200, Portland, ME 04101
PROJECT PHONE: 207-644-0000
PROJECT FAX: 207-644-0001
PROJECT WEBSITE: www.segerarchitects.com

CLIENT: SEGER ARCHITECTS, INC.
CLIENT ADDRESS: 63 North Street, Suite 200, Portland, ME 04101
CLIENT PHONE: 207-644-0000
CLIENT FAX: 207-644-0001
CLIENT WEBSITE: www.segerarchitects.com

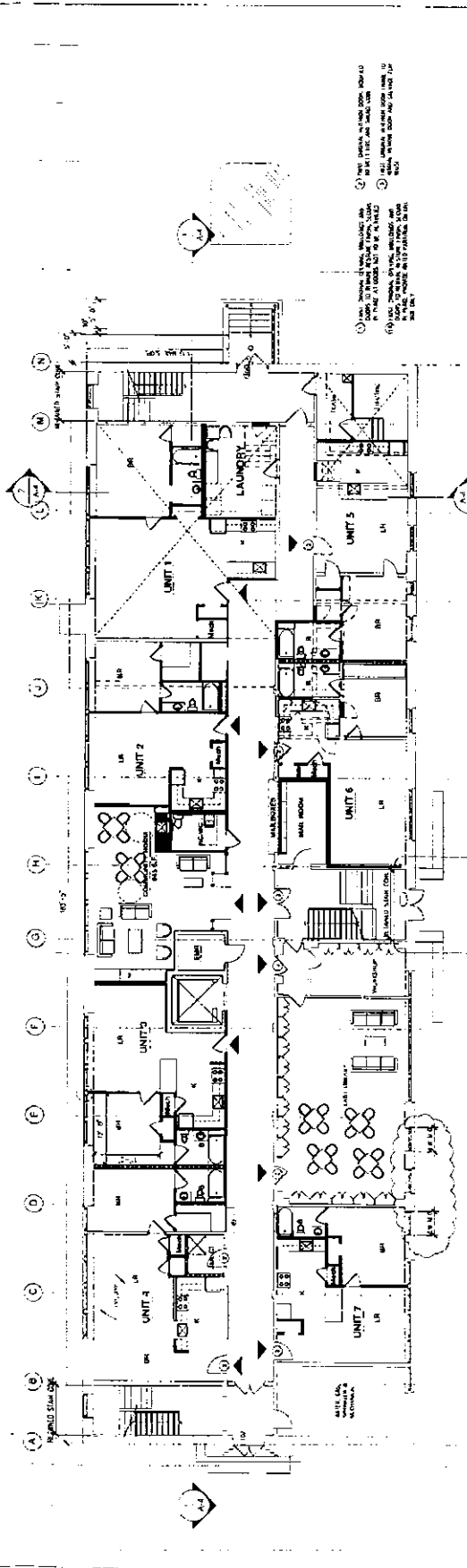
DESIGNER: SEGER ARCHITECTS, INC.
DESIGNER ADDRESS: 63 North Street, Suite 200, Portland, ME 04101
DESIGNER PHONE: 207-644-0000
DESIGNER FAX: 207-644-0001
DESIGNER WEBSITE: www.segerarchitects.com

CONTRACT NO.: 1011-001
CONTRACT DATE: 10/15/2011
CONTRACT BY: J. SEGER
CONTRACT CHECKED BY: J. SEGER
CONTRACT PROJECT NO.: 1011-001
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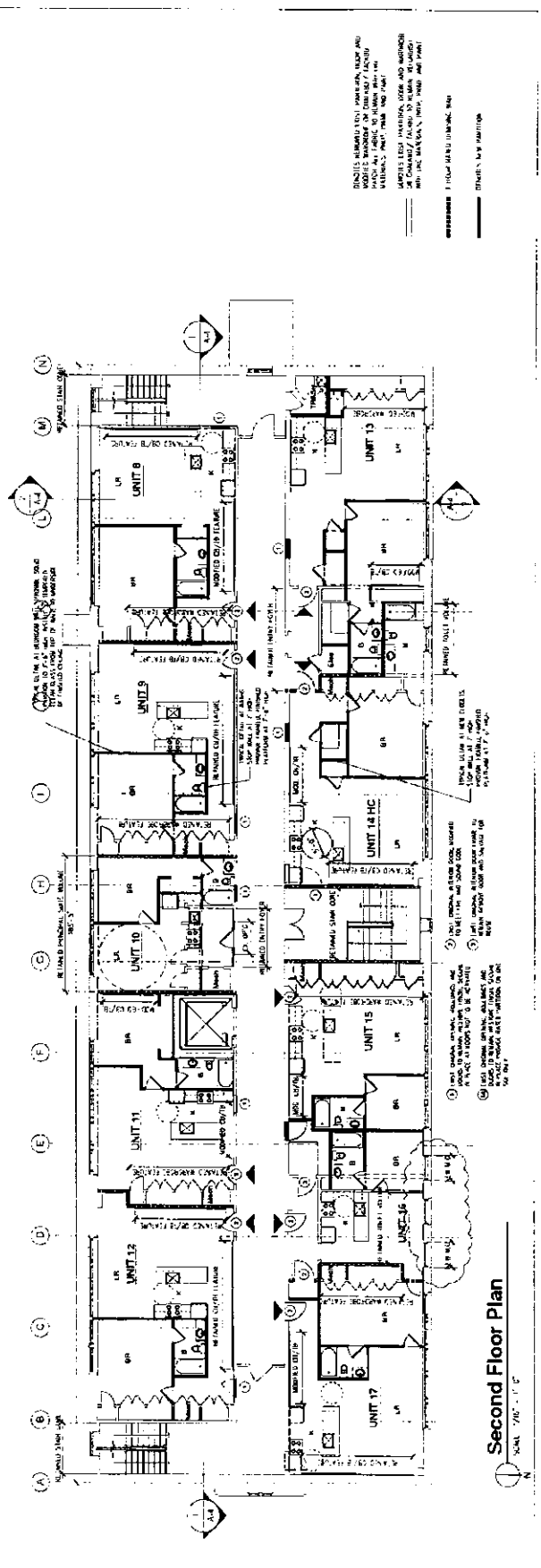
REVISIONS:
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 3. 10/15/2011: Initial Design
 4. 10/15/2011: Initial Design
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 9. 10/15/2011: Initial Design
 10. 10/15/2011: Initial Design



First Floor Plan
 SCALE: 1/8" = 1'-0"



Second Floor Plan
 SCALE: 1/8" = 1'-0"

Seger Architects, Inc.
 61 North Street
 Salem, Massachusetts 01970
 Telephone: 754-4008
 Fax: 754-4009

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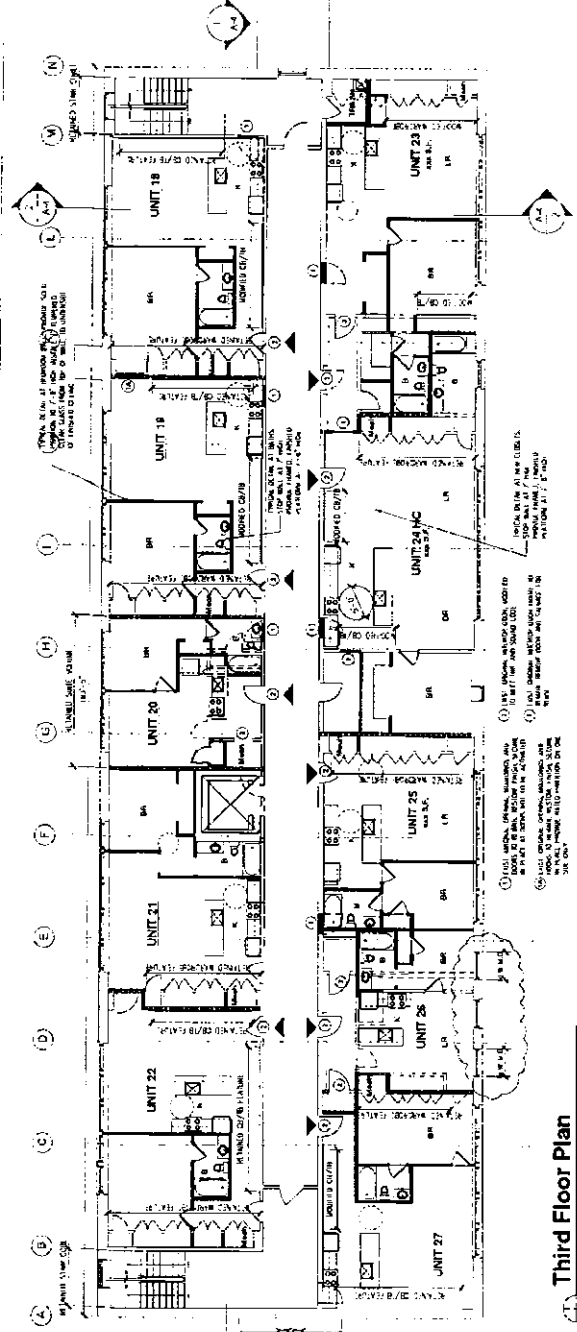
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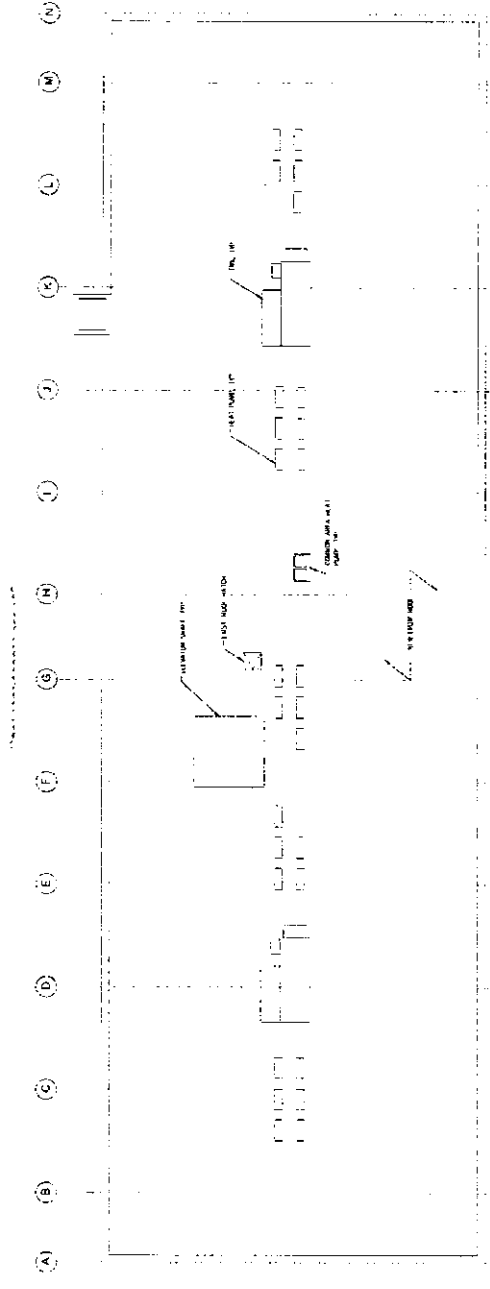
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Third Floor Plan

SCALE: 1/8" = 1'-0"



Roof Plan

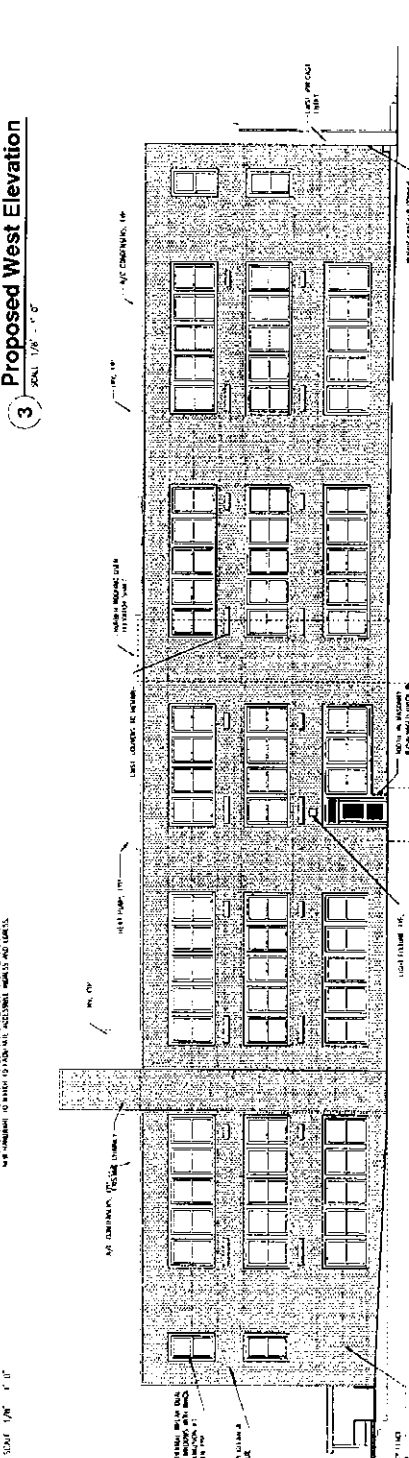
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LEGEND
 ROOMING UNIT
 ROOMING UNIT
 ROOMING UNIT

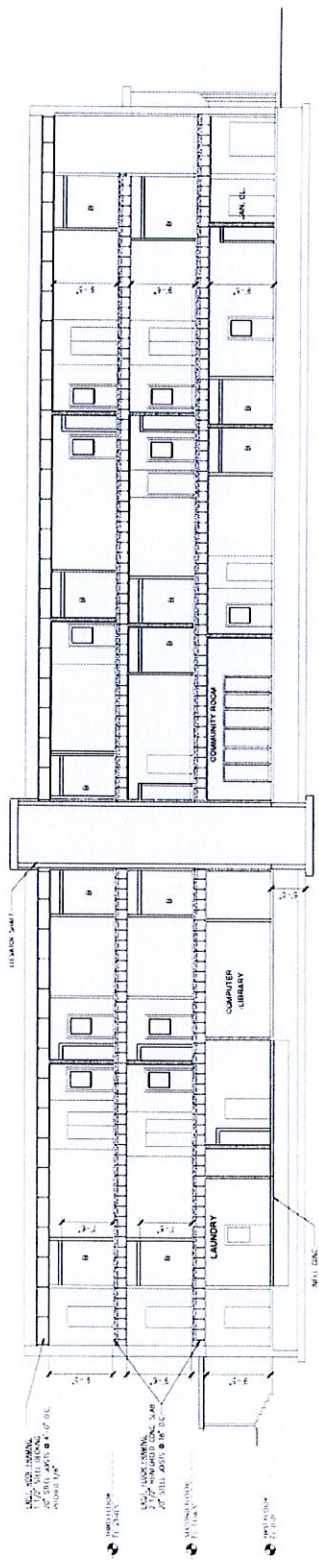
Second & Third Floor Plans

A-2

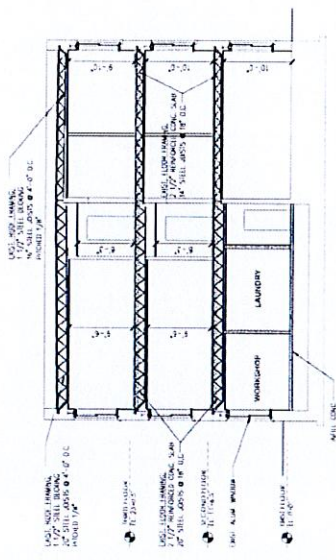
DESIGN REVIEW, NOT FOR CONSTRUCTION



Proposed South Elevation



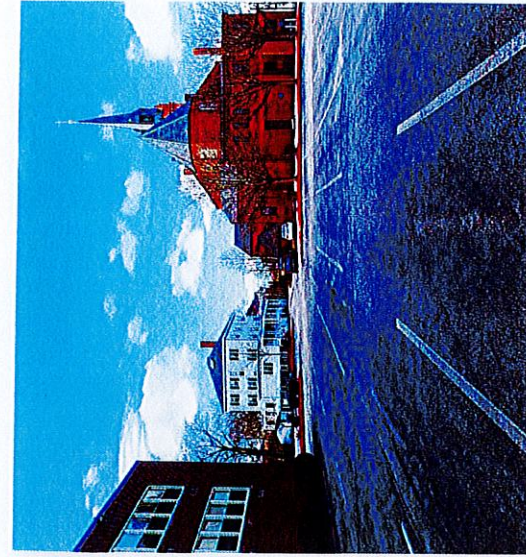
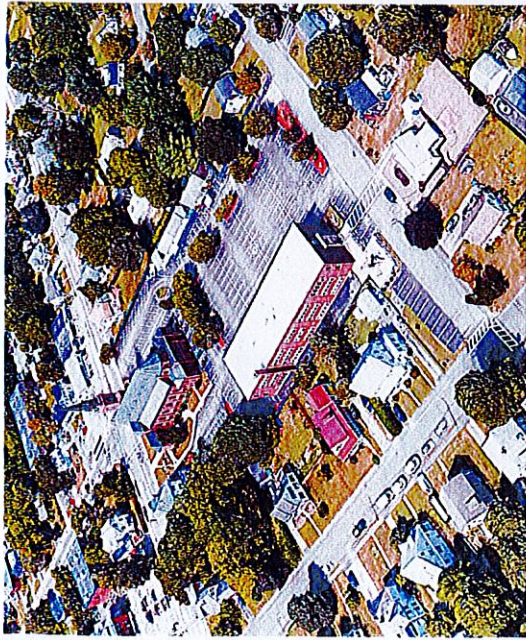
1 **Section A-A**
SCALE: 1/4" = 1'-0"



2 Section B-B
SCALE: 1/8" = 1'-0"

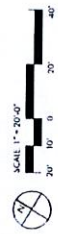
403 Union Street
Schoolhouse Apartments
Rockland, MA

MDLA
MICHAEL D'ANGELO LANDSCAPE ARCHITECTURE



403 Union Street - Schoolhouse Apartments | Existing Conditions

Rockland, MA

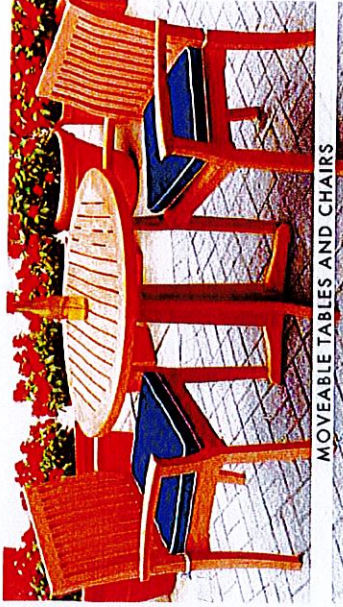




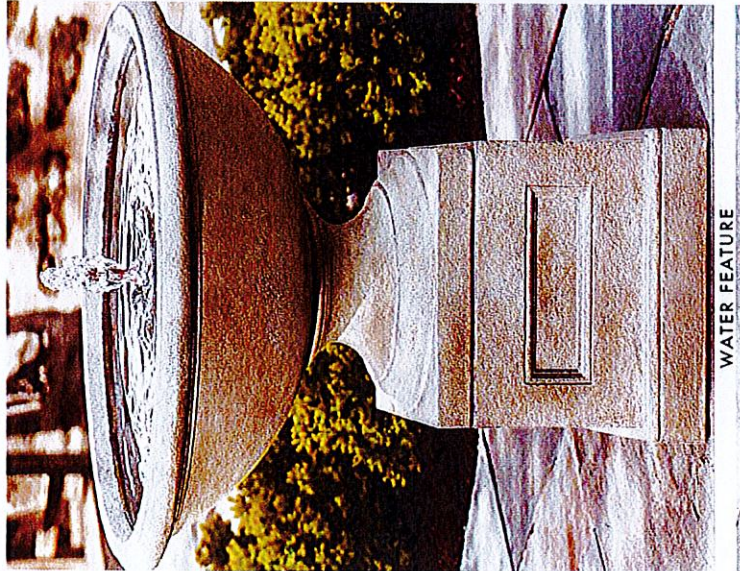
PRECAST PAVERS



PRECAST PAVERS



MOVEABLE TABLES AND CHAIRS



WATER FEATURE



BENCH SEATING



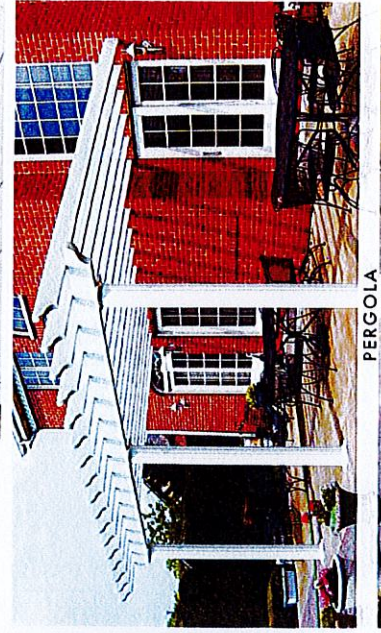
BENCH SEATING



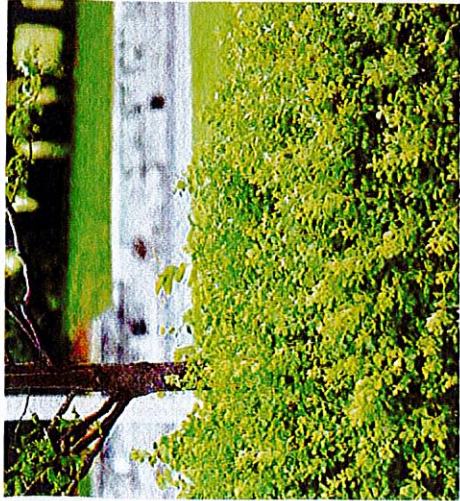
PRIVACY FENCE



WATER FEATURE



PERGOLA



LOW SHRUB MASSING



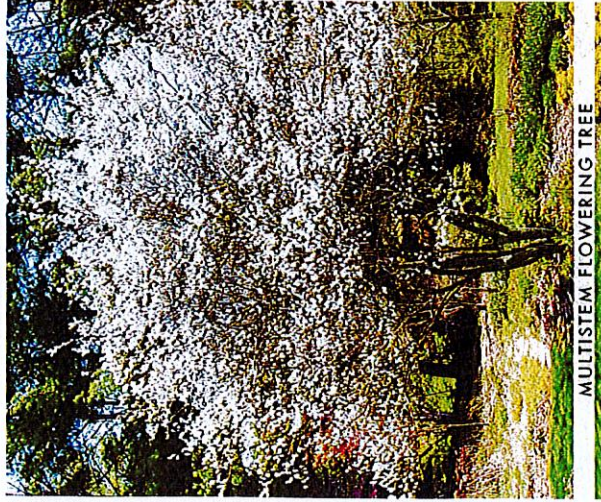
EVERGREEN SHRUB



ORNAMENTAL GRASSES



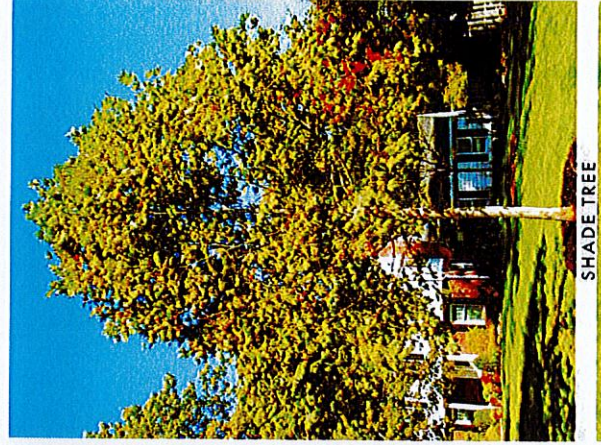
HEDGE AND GRASSES



MULTISTEM FLOWERING TREE



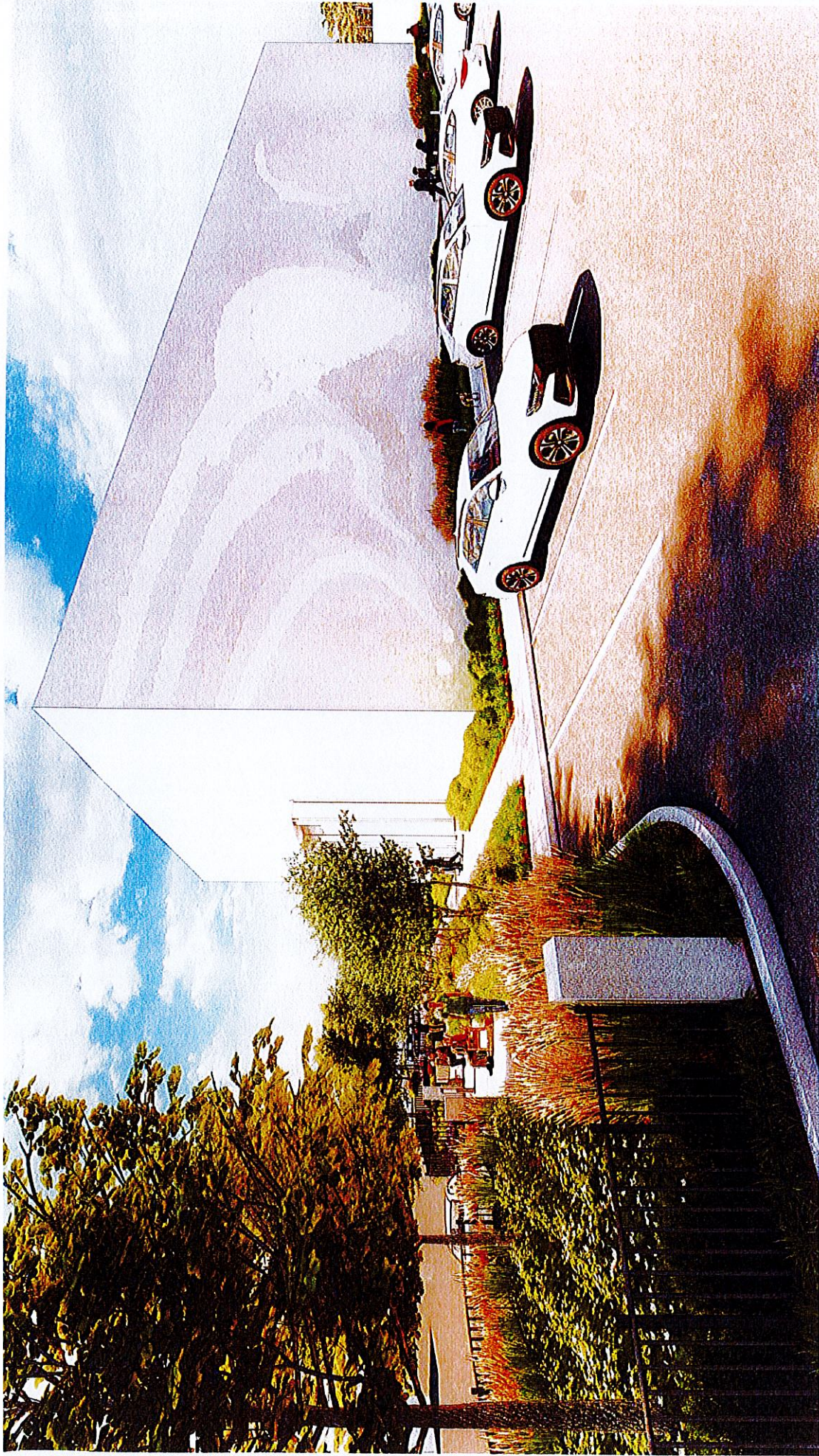
FLOWERING TREE



SHADE TREE



PERENNIAL GARDEN



403 Union Street - Schoolhouse Apartments | Conceptual Image
Rockland, MA



403 Union Street - Schoolhouse Apartments | Conceptual Image
Rockland, MA



403 Union Street - Schoolhouse Apartments | Conceptual Image
Rockland, MA

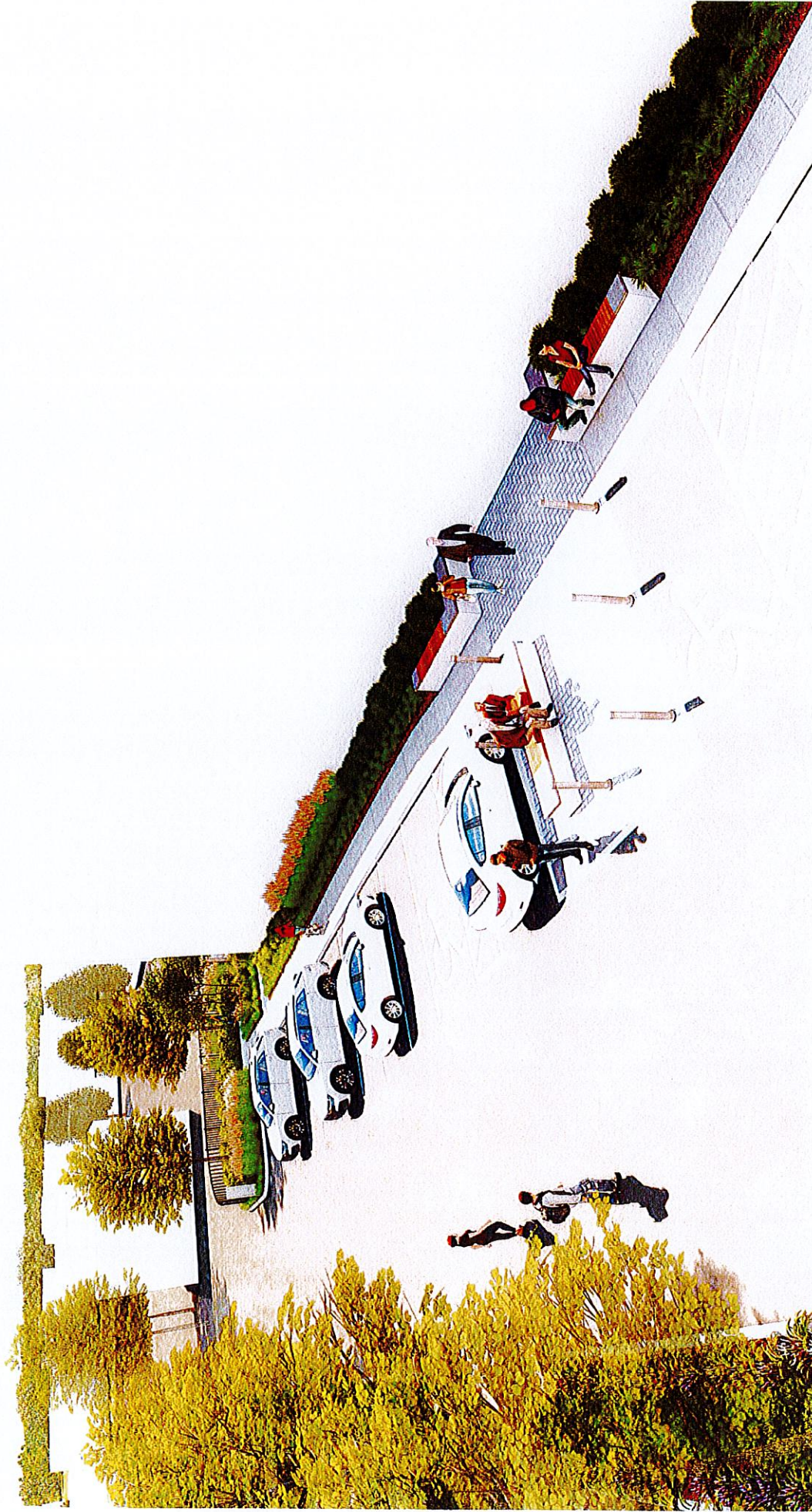




403 Union Street - Schoolhouse Apartments | Conceptual Image
Rockland, MA



403 Union Street - Schoolhouse Apartments | Conceptual Image
Rockland, MA



403 Union Street - Schoolhouse Apartments | Conceptual Image
Rockland, MA



403 Union Street - Schoolhouse Apartments | Conceptual Image
Rockland, MA

Exhibit E

Form A Plan

Exhibit F

Grading and Utility Plan

PROPOSED SCHOOLHOUSE
 403 UNION STREET
 APARTMENTS
 (ASSESSOR PARCEL 34-157-0)

NOT FOR CONSTRUCTION

Rockland, Massachusetts

MCKENZIE ENGINEERING GROUP
 1000 Main Street
 Rockland, MA 01966
 Tel: 978-961-1111
 Fax: 978-961-1112
 www.mckenzieeng.com

GRADING & UTILITY PLAN

C-2

DATE: 10/1/2011
 PROJECT NO: 220-101
 SHEET NO: 220-101
 SCALE: 1" = 20'
 0 10 20 40 60

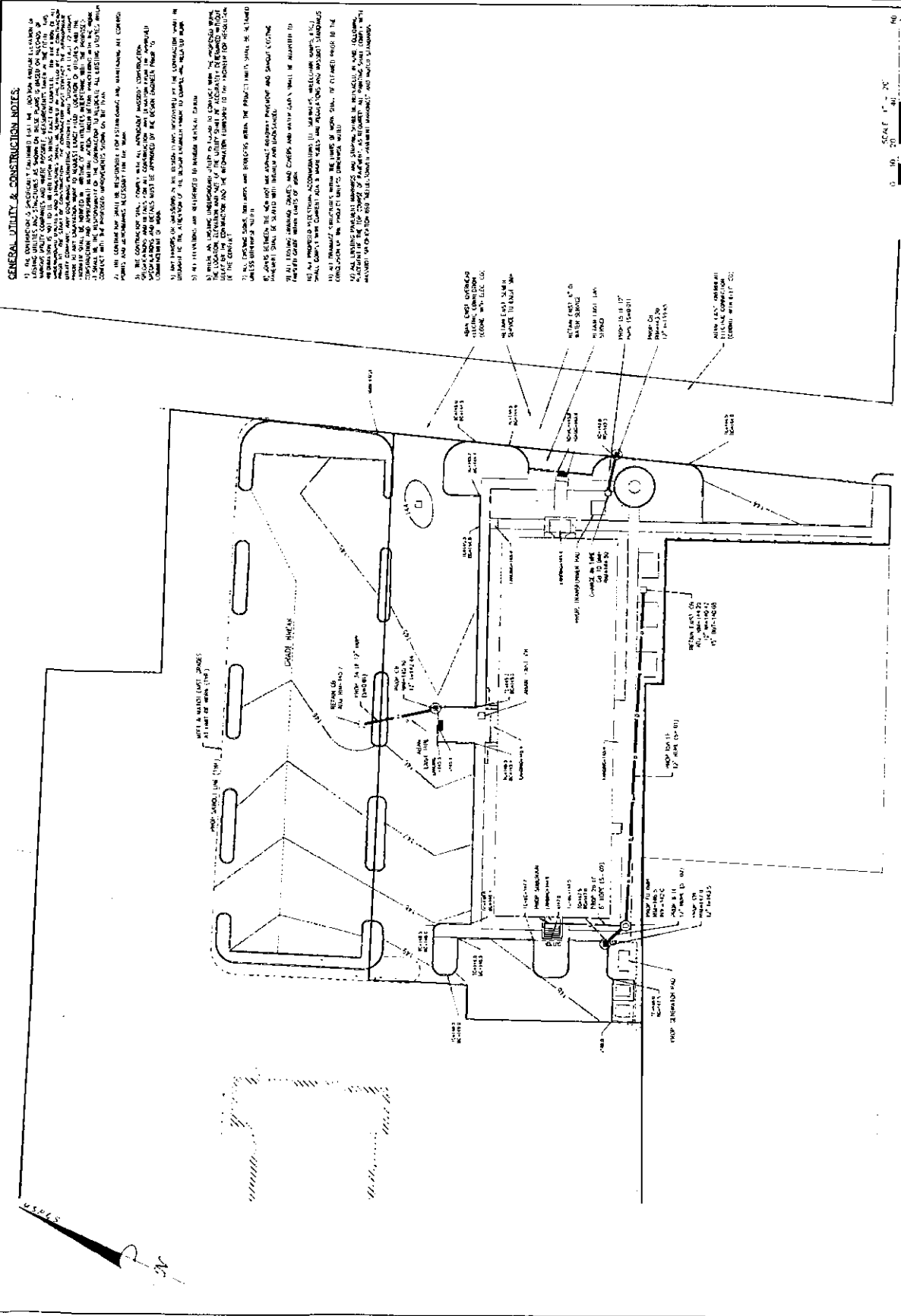


Exhibit G

Project Eligibility Letter



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Jennifer D. Maddox, Undersecretary

November 4, 2021

Ms. Jennifer Connolly
Connolly and Partners, LLC
439 Washington Street
Braintree, MA 02184

Re: Schoolhouse Apartments Rockland, Rockland, MA – Project Eligibility Letter

Dear Ms. Connolly:

We are pleased to inform you that your application for project eligibility determination for the proposed Schoolhouse Apartments Rockland project located in Rockland, Massachusetts, has been approved under the Low Income Housing Tax Credit (LIHTC) program. The property is located at 6 Delprete Avenue, Rockland, Massachusetts. This approval indicates that the proposed plan is for 27 units of rental housing for seniors, all of which will be affordable at no more than 60% of area median income. The proposed development will consist of 27 one-bedroom units and the rental structure as described in the application is generally consistent with the standards for affordable housing to be included in the community's Chapter 40B affordable housing stock. This approval does not constitute a guarantee that LIHTC funds will be allocated to the Schoolhouse Apartments Rockland project. It does create a presumption of fundability under 760 CMR 56.04 and allows Connolly and Partners, LLC ("CAP") to apply to the Rockland Zoning Board of Appeals for a comprehensive permit. The sponsor should note that a One Stop submission for funding for each phase of this project must conform to all Department of Housing and Community Development (DHCD) program limits and requirements in effect at the time of submission.

As part of the review process, DHCD has made the following findings:

1. The proposed project appears generally eligible under the requirements of the Low Income Housing Tax Credit program.
2. DHCD has performed an on-site inspection of the proposed Schoolhouse Apartments Rockland project and has determined that the proposed site is an appropriate location for the project. It plans to turn the former Holy Family School on the Holy Family Church campus into affordable housing for seniors.
3. The proposed housing design is appropriate for the site. The sponsor will redevelop the school building into senior housing units. There will be common and supportive service space. The residential use is appropriate for the surrounding neighborhood.
4. The proposed project appears financially feasible in the context of the Rockland housing market. The proposal includes eight units for households earning up to 30% of area median income (AMI) and 19 units for households earning up to 60% AMI.

5. The initial proforma for the project appears financially feasible and consistent with the requirements for cost examination and limitations on profits on the basis of estimated development and operating costs. Please note again that a One Stop+ submission for funding for this project must conform to all DHCD program limits and requirements in effect at the time of submission.
6. A third-party appraisal has been commissioned. The Low-Income Housing Tax Credit Program Guidelines state that the allowable acquisition value of a site with a comprehensive permit must be equal to or less than the value under pre-existing zoning, plus reasonable carrying costs. If this project applies for funding under the Low-Income Housing Tax Credit Program, the acquisition price in the proposed budget should reflect these program guidelines. The sponsor is responsible for reviewing the guidelines and ensuring that the acquisition price will conform to the guidance.
7. The ownership entity will be a single-purpose entity controlled by the applicant subject to limited dividend requirements and meets the general eligibility standards of the Low Income Housing Tax Credit program. The applicant will need to demonstrate sufficient organizational capacity to successfully develop the project under the Low-Income Housing Tax Credit program.
8. The applicant is the designated developer of the site.
9. DHCD didn't receive comments from the Town of Rockland regarding the project.

The proposed Schoolhouse Apartments Rockland project will have to comply with all state and local codes not specifically exempted by a comprehensive permit. In applying for a comprehensive permit, the project sponsor should identify all aspects of the proposal that will not comply with local requirements.

If a comprehensive permit is granted, construction of this project may not commence without DHCD's issuance of final approval pursuant to 760 CMR 56.04 (7) and an award of LIHTC funds. This project eligibility determination letter is not transferable to any other project sponsor or housing program without the express written consent of DHCD. When construction is complete, a Chapter 40B cost certification and an executed and recorded 40B regulatory agreement in compliance with DHCD's requirements pertaining to Chapter 40B must be submitted and approved by DHCD prior to the release of a Low-Income Housing Tax Credit form 8609.

This letter shall expire two years from this date, or on November 4, 2023, unless a comprehensive permit has been issued.

We congratulate you on your efforts to work with the town of Rockland to increase its supply of affordable housing. If you have any questions as you proceed with the project, please feel free to call or email Rebecca Frawley Wachtel at (617) 573-1318 or at Rebecca.Frawley@mass.gov.

Sincerely,



Alana Murphy
Deputy Director

cc: Chairperson Michael O'Loughlin, Rockland Select Board

Exhibit H

Purchase and Sale Agreement and Amendments

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made as this 10th day of August, 2020, by and between Roman Catholic Archbishop of Boston, a corporation sole, created pursuant to Chapter 506 of the Acts of 1897 ("Seller"), and Connolly and Partners, LLC (hereinafter, collectively, "Buyer"), and is joined in for the limited purposes set forth herein by Baker, Braverman & Barbadoro, P.C. as escrow agent ("Escrow Agent").

BACKGROUND

A. This Agreement is made with reference to the following real and personal property (collectively, the "Property"):

A parcel of land having an area of approximately 32,914 square feet (see sketch plan attached hereto, with the exact boundaries and area of which are to be mutually agreed upon by the parties within forty five (45) days of the date of execution of this Agreement), together with the former Holy Family school building located thereon, known and numbered as 6 Delprete Avenue, Rockland, Plymouth County, Massachusetts. For title reference see deeds recorded with the Plymouth County Registry of Deeds in Book 660, Page 154, Book 1229, Page 334, Book 1792, Page 242 and Book 5557, Page 280.

Seller to reserve a non-exclusive access easement for ingress and egress to remaining Seller property in approximate location as shown on the attached sketch plan.

Specifically excepted from the sale are the religious artifacts and personal property located within the existing former school building, provided that the same are removed from the Property by the Seller prior to the closing date specified below.

B. Seller is prepared to sell, transfer and convey the Property to Buyer, and Buyer is prepared to purchase and accept the same from Seller, all for the purchase price and on the other terms and conditions hereinafter set forth.

TERMS AND CONDITIONS

In consideration of the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree:

1. Sale and Purchase. Seller hereby agrees to sell, transfer and convey title to the Property to Buyer and Buyer hereby agrees to purchase and accept the Property from Seller, in each case for the purchase price, for the purposes of the construction of residential rental units, intended for use or occupancy by low income and/or disabled persons with the age of fifty-five (55) years or older thereon and on subject to the other terms and conditions set forth in this Agreement.

2. Purchase Price.

2.1. Purchase Price. The Purchase Price for the Property shall be One Million Three Hundred Fifty Thousand Dollars (\$1,350,000.00).

2.2. Deposit. Concurrent with the execution and delivery of this Agreement by Buyer, Buyer shall deliver to Escrow Agent to be held in escrow and delivered in accordance with this Agreement, a cash deposit in the amount of Ten Thousand Dollars (\$10,000.00) (together with interest earned thereon, if any, while held by Escrow Agent, the "Initial Deposit"). Effective July 1, 2021, and on the first day of each month thereafter until Closing, the Buyer shall make payments, in the amount of One Thousand Dollars (\$1,000.00) per month, to Seller. Said payments shall be deemed non-refundable, duly earned and immediately payable to Seller. Upon receipt of a sufficient allocation of low income housing tax credits from the Massachusetts Department of Housing and Community Development or the Massachusetts Housing Finance Agency, the "Award Letter(s)" as referenced in Section 16.3, the Initial Deposit shall become non-refundable and duly earned by SELLER, and an additional non-refundable deposit in the amount of One Hundred Thousand Dollars (\$100,000.00) (together with interest earned thereon, if any, while held by Escrow Agent, the "Award Deposit"). The Initial Deposit, additional monthly payments, and Award Deposit shall be applied to the Purchase Price.

2.3. Release of Deposit. The Initial and Additional Deposits shall be refunded to Buyer if this Agreement is terminated solely due to a default by Seller or as otherwise expressly set forth in this Agreement. If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be the Seller's sole and exclusive remedy both at law and/or in equity. Damages from a breach of BUYER'S obligations hereunder are difficult to ascertain at the time of the signing of this Agreement and the parties agree that the amount is a reasonable estimate, at this time, of the SELLER'S expected damages.

2.4. Payment at Closing: Funding Agreement. At the consummation of the transaction contemplated hereby (the "Closing"), Buyer shall deliver to Seller payment in an amount equal to the Purchase Price less the Deposit. The Purchase Price, subject to adjustments and apportionments as set forth herein, shall be paid at Closing by wire transfer of immediately available federal funds, transferred to the order or account of Seller.

The delivery and recording of documents and the disbursement of funds shall be effectuated at the Closing with a nationally known title insurance company in accordance with customary conveyancing practices (hereinafter "the closing agent").

3. Representations and Warranties of Seller. Subject to all matters disclosed in any document delivered to Buyer by or on behalf of Seller or on any exhibit attached hereto, and any information discovered by Buyer or other information disclosed to Buyer by Seller or any other person prior to the Closing (all such matters and information being referred to herein as

"Exception Matters"), without making any inquiry and having no obligation to make any inquiry as to the same, Seller represents and warrants to Buyer as follows:

3.1. Authority. Seller is duly organized and validly existing under the laws of the Commonwealth of Massachusetts and, subject to the provisions of Section 6, has all requisite corporate power and authority to enter into this Agreement and perform its obligations hereunder.

3.2. No Conflict. To the best of Seller's actual knowledge, the execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of Seller do not and will not conflict with or result in the breach of any material terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the Property or assets of the Seller by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which Seller is a party, which will not be discharged, assumed or released at Closing.

3.3. Leases. To the best of Seller's actual knowledge, there are no leases or occupancy agreements currently in effect which affect the Property, and Seller's agrees not enter into any new leases or other tenancy agreements prior to closing.

3.4. No Condemnation. To the best of Seller's actual knowledge, Seller has not received any written notice of any pending or contemplated condemnation, eminent domain or similar proceeding with respect to all or any portion of the Property.

3.5. Contracts. To the best of Seller's actual knowledge, there are no construction, management, leasing, service, equipment, supply, maintenance or concession agreements in effect with respect to the Property which will be binding on Buyer after Closing.

3.6. Litigation. To the best of Seller's actual knowledge, there is no material action, suit or proceeding pending or threatened in writing to Seller against the Property.

3.7. FIRPTA. Seller is not a "foreign person" as defined in Section 1445(f)(3) of the Internal Revenue Code.

3.8. Patriot Act. Seller is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the "Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation or orders are collectively called the "Orders"). Neither the Seller nor any of its affiliates (A) is listed on the Specially Designated Nationals and Blocked Person List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "Lists"), (B) is a Person (as defined in the Order) who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or (C) is owned or controlled by (including without limitation by virtue of such Person being a director or owning voting shares or interests), or acts for or on behalf of, any person on the Lists

or any other Person who has been determined by competent authority to be subject to the prohibitions contained in the Orders.

3.9 **Environmental Conditions.** Without making any inquiry and without having the obligation to make any inquiry, Seller has knowledge of any Hazardous Materials, as defined in Section 4.4.2 of this Agreement, located on the Property.

3A. **Limitations Regarding Representations and Warranties.**

Notwithstanding any provision contained in this Agreement to the contrary, Seller shall have no liability whatsoever to Buyer with respect to any Exception Matters, either before or after Closing. If Buyer obtains knowledge before the Closing of any Exception Matter that causes any representation or warranty of Seller without regard to the Exception Matter to be inaccurate in any material respect, Buyer may consummate the acquisition of the Property subject thereto without reduction in the Purchase Price if Buyer determines to proceed with the purchase of the Property pursuant to Article 4; provided, however, if Buyer obtains knowledge between the end of the Inspection Period and the Closing of any Exception Matter that causes any representation or warranty of Seller to be inaccurate in any material respect, which inaccuracy materially and adversely affect the value to Buyer of the transactions contemplated by this Agreement, Buyer may as its sole and exclusive remedy terminate this Agreement and receive a refund of the Deposit upon written notice within seven (7) business days after Buyer learns of such inaccuracy; provided, further, that Seller may void such termination notice if within seven (7) days following Buyer's termination notice Seller notifies Buyer that it will attempt to cure the inaccuracy and Seller thereafter cures the inaccuracy before the later of the scheduled date for Closing or forty-five (45) days following Buyer's termination notice (Closing to be extended as necessary to provide for such cure period). Upon any termination of this Agreement pursuant to this paragraph, neither party shall have any further rights or obligations hereunder except as expressly provided for herein. It is understood that if Buyer obtains knowledge prior to the end of the Inspection Period that any representation or warranty of Seller is inaccurate in any respect and does not terminate this Agreement prior to the end of the Inspection Period, then Buyer will be deemed to have approved the same and agreed to Close subject thereto without any reduction in the Purchase Price.

Buyer agrees to inform Seller promptly in writing if it discovers that any representation or warranty of Seller is inaccurate in any material respect, or if it believes that Seller has failed to deliver to Buyer any document or material which it is obligated to deliver hereunder.

4. **Conditions Precedent to Buyer's Obligations.** Buyer's obligations to consummate the transaction contemplated by this Agreement (expressly excluding Buyer's indemnity obligations) are conditioned on the satisfaction at or before the time of Closing hereunder of each of the following conditions (any one or more of which may be waived in writing in whole or in part by Buyer, at Buyer's option):

4.1. **Accuracy of Representations.** All of the representations and warranties of Seller contained in this Agreement shall have been true and correct in all material respects when made and shall be true and correct in all material respects on the date of Closing with the same effect as if made on and as of such date, subject to all Exception Matters.

4.2. Performance. Seller shall have, in all material respects, performed, observed and complied with all material covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of Closing hereunder.

4.3. Documents and Deliveries. All instruments and documents required under this Agreement on Seller's part to effectuate the Closing shall be delivered to Buyer at closing and shall be in form and substance consistent with the requirements herein.

In the event of a failure of any such conditions, Seller shall be given a reasonable time, not to exceed thirty (30) calendar days to cure the same following notice from Buyer and Closing will be extended as appropriate.

4.4. Inspection Period; Access; Purchase "As Is".

4.4.1. Except as expressly set forth in Section 3 of this Agreement, it is understood and agreed that Seller is not making and has not at any time made any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, any warranties or representations as to habitability, merchantability or fitness for a particular purpose.

Buyer acknowledges and agrees that upon Closing Seller shall sell and convey to Buyer and Buyer shall accept the property "as is, where is, with all faults." except to the extent expressly provided otherwise in this Agreement. Buyer has not relied and will not rely on, and Seller is not liable for or bound by, any express or implied warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto (including specifically, without limitation, any prospectus distributed with respect to the Property) made or furnished by Seller, the managers of the Property, or any real estate broker or agent representing or purporting to represent Seller, to whomsoever made or given, directly or indirectly, orally or in writing, unless specifically set forth in Section 3 of this Agreement (and then subject to the limitations set forth in this Agreement). Buyer also acknowledges that the purchase price reflects and takes into account that the Property is being sold "as-is."

Buyer shall have until sixty(60) days from the date of execution of this Agreement to inspect the Real Property ("Inspection Period"). If Buyer objects to any conditions as a result of its inspection, Buyer shall, within said period, notify Seller in writing, specifying the objectionable deficiency ("Inspection Notice"). If Buyer fails to timely give such notice specifying the deficiencies, Buyer will be deemed to have approved the matters set forth in the inspection.

Upon Closing, Buyer shall assume the risk that adverse matters, including but not limited to, construction defects and adverse physical and environmental conditions, may not have been revealed by Buyer's investigations, and Buyer, upon Closing, shall be deemed to have waived, relinquished and released Seller, and Seller's employees, officers and agents and Holy Family Parish and its employees, officers and agents, from and against any and all claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) of any and every kind or character, known or

unknown, which Buyer might have asserted or alleged against Seller and Seller's employees, officers, and agents and Holy Family Parish and its employees, officers and agents, at any time by reason of or arising out of any latent or patent construction defects or physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property, and Buyer agrees that it will not make or pursue any such claim or cause of action.

The provisions of this section shall survive Closing or any termination of this Agreement.

Buyer shall indemnify and hold Seller and Holy Family Parish harmless from all costs, damages, liabilities or losses arising from or associated with any access to the Property allowed pursuant to investigations made hereunder.

The provisions of this section shall survive Closing or any termination of this Agreement.

4.4.2. Buyer hereby agrees that, if at any time after the Closing, any third party or any governmental agency seeks to hold Buyer responsible for the presence of, or any loss, cost or damage associated with, Hazardous Materials (as hereinafter defined) in, on, above or beneath the Real Property or emanating therefrom, then the Buyer waives any rights it may have against Seller in connection therewith including, without limitation, under CERCLA (defined below), and Buyer agrees that it shall not (i) implead the Seller or the Holy Family Parish, (ii) bring a contribution action or similar action against the Seller or the Holy Family Parish or (iii) attempt in any way to hold the Seller or the Holy Family Parish responsible with respect to any such matter. The provisions of this Section 4.4.2 shall survive the Closing. As used herein, "Hazardous Materials" shall mean and include, but shall not be limited to any petroleum product and all hazardous or toxic substances, wastes or substances, any substances which because of their quantitated concentration, chemical, or active, flammable, explosive, infectious or other characteristics, constitute or may reasonably be expected to constitute or contribute to a danger or hazard to public health, safety or welfare or to the environment, including, without limitation, any hazardous or toxic waste or substances which are included under or regulated (whether now existing or hereafter enacted or promulgated, as they may be amended from time to time) including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq. ("CERCLA"), the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., similar state laws and regulations adopted thereunder.

4.5 Title. Buyer shall have until forty-five (45) days from the date of execution of this Agreement to examine the title to the Real Property. If Buyer objects to any title encumbrances disclosed in the title examination, Buyer shall, within said period, notify Seller in writing, specifying the objectionable title encumbrances (a "Title Notice"). If Buyer fails to timely give such notice specifying the objectionable title encumbrances, Buyer will be deemed to have approved the matters set forth in the title examination, all of which shall be included in the "Permitted Exceptions." If Buyer timely gives such notice specifying objectionable title encumbrances, all matters set forth in the title examination which are not objected to in Buyer's notice will be included in the "Permitted Exceptions." Seller may elect (but shall have no obligation whatsoever to attempt to cure any title matters within sixty (60)

days from receipt of the Title Notice (the "Title Cure Period"). Within seven (7) business days after receiving Buyer's Title Notice (the "Seller's Title Notice Period"), Seller shall notify Buyer if Seller intends to attempt to effectuate such cure. In the event that Seller gives notice during the Seller's Title Notice Period that Seller elects not to attempt to effectuate cure of the subject title matters, or if Seller fails to give notice during the Seller's Title Notice Period of Seller's intention to attempt to effectuate such cure, then Buyer may, within five (5) business days after Seller's notice, or if no notice is given the expiration of the Seller's Title Notice Period, terminate this Agreement by notice to Seller, in which event the Deposit, and all interest earned thereon, shall be returned to Buyer, provided that if Buyer does not timely so terminate this Agreement, Buyer shall be deemed to have waived objection to any such title matter (which matters will be included within the Permitted Exceptions) and agreed to accept title subject thereto, without reduction in the Purchase Price. In the event Seller gives such notice of its intention to attempt to effectuate such cure and thereafter fails to actually effectuate such cure within the Title Cure Period, Buyer's sole rights with respect thereto shall be to terminate this Agreement within five (5) business days after the expiration of the Title Cure Period, in which event the Deposit, and all interest earned thereon, shall be returned to Buyer, provided that if Buyer does not so terminate this Agreement within five (5) business days after the expiration of the Title Cure Period, Buyer shall be deemed to have waived objection to any such title matter (which matters will be included within the Permitted Exceptions) and agreed to accept title subject thereto, without reduction in the Purchase Price. Notwithstanding anything stated herein, if SELLER elects to attempt to effectuate such cure but is unable to effectuate such cure within the Title Cure Period, SELLER shall be obligated to provide written notice to the BUYER of such inability to cure on or before 5 PM on the last day of the Title Cure Period, the failure to provide such written notice to BUYER shall toll the BUYER's right to terminate set forth herein.

Buyer may, prior to Closing, notify Seller in writing (a "Gap Notice") of any title exceptions (i) first arising between the date of the title examination provided to Seller and Closing and (ii) not disclosed to or otherwise known to Buyer prior to the expiration of the Inspection Period; provided that Buyer must notify Seller of such unacceptable exceptions within five (5) business days of being made aware of the existence of such exceptions. If Buyer sends a Gap Notice to Seller, Buyer and Seller shall have the same rights and obligations with respect to such notice and the exceptions set forth therein as apply to a Title Notice and the exceptions set forth therein pursuant to the preceding paragraph, and the Closing will be extended if necessary to give effect to the periods set forth therein.

4.6 Buyer Approvals. Buyer's obligations under this Agreement are contingent upon Buyer securing all permits, licenses and approvals and Affordable Housing Program licenses and agreements necessary or advisable in Buyer's sole discretion, to develop the Buyer's project as described in Section 1, which includes but is not limited to Buyer's right by law to renovate the existing buildings and construct a residential multifamily building, along with any requisite parking, from the Town of Rockland (the "Project Approvals").

5. Failure of Seller's Conditions. In the event Seller shall not be able to convey title to the Real Property on the date of Closing in accordance with the provisions of this Agreement, then Buyer shall have the option, as its sole recourse and remedy, exercisable by written notice to Seller at or prior to Closing, of (1) accepting at Closing such title as Seller is able to convey

and/or waiving any unsatisfied condition precedent, with no deduction from or adjustment of the Purchase Price, or (2) declining to proceed to Closing. In the latter event, except as expressly set forth herein, all obligations, liabilities and rights of the parties under this Agreement shall terminate, and the Deposit shall be returned to Buyer. Notwithstanding anything to the contrary set forth within this Agreement, Seller's obligations to cure any deficiencies in order to deliver the Real Property as contemplated in this Agreement shall not exceed Two Thousand Dollars (\$2,000.00) in the aggregate, to include any attorney's fees and costs, but excluding monetary or other liens arising during the Seller's ownership of the Property.

6. Canonical Approvals. The Seller has obtained the permission for this conveyance from the College of Consultors of the Archdiocese of Boston and the Archdiocese of Boston Finance Council, in accordance with the Canon Code Law of the Roman Catholic Church ("Canonical Approvals").

7. Closing; Deliveries.

7.1. Closing Timetable; Time of Closing. The Closing shall take place on or before June 30, 2022. The Closing shall take place in accordance with the standards required by the Buyer's title insurance company and/or Buyer's lender. If any date on which the Closing would occur by operation of this Agreement is not a business day in Plymouth County, Massachusetts, the Closing shall occur on the next business day.

7.2. Seller Deliveries. At Closing, Seller shall deliver to Buyer the following, and it shall be a condition to Buyer's obligation to close that Seller shall have delivered the same:

7.2.1. An Approval Not Required Plan (so-called), the cost of which (defined as the cost of preparing a plan showing the boundaries of the parcel to be conveyed hereunder) shall be borne by Seller, depicting the Property to be conveyed to Buyer and a Quitclaim Deed to the Property from Seller, duly executed and acknowledged by Seller, conveying said Property. Buyer acknowledges and agrees that the Deed will contain the restrictions set forth below:

The Property is conveyed subject to all easements, restrictions, covenants, conditions and other matters of record so long as same will not interfere with the intended use of the Property as set forth in the instant Purchase & Sale Agreement.

It is expressly agreed between the parties, and the Buyer is entering into this Agreement with full acceptance and knowledge of, certain restrictions, which Buyer agrees not only for itself but for its successors and assigns in title. In consideration of Seller's entering into this Agreement for the Purchase Price and for the church, chapel, and/or religious house of worship purposes for which the Buyer intends to use the Property, Buyer covenants and agrees that it shall not use the Property for: (a) an abortion clinic; (b) the operations of professional counseling services which advocate abortion or euthanasia; (c) the operations of any embryonic stem cell research; (d) church, chapel or other house of religious worship; or (e) a charter school. (the "Use Restrictions"). The Use Restrictions shall expire upon the ninetieth (90th) year from the date of the recording of the Deed. The adjacent real estate retained by Holy Family Parish at 403 Union Street, Rockland, Massachusetts is benefited by these restrictions under M.G.L. c. 184,

Section 27 ("Benefited Parcel"). Buyer acknowledges that these Use Restrictions are imposed for the benefit of Seller and Holy Family Parish and are of actual and substantial benefit to Seller and Holy Family Parish. At such time as Seller ceases to operate the Benefited Parcel as a Roman Catholic Parish, these restrictions shall terminate. Upon such cessation of operation, Seller shall forthwith upon Buyer's request deliver to Buyer an Affidavit in recordable form attesting to the termination of the Use Restrictions, and this provision shall survive the Closing.

Buyer, on behalf of itself, its successors and assigns and successors in title, waives any and all claims and defense as to the enforceability of the Use Restrictions, as they have been set forth herein, in accordance with their terms. Buyer acknowledges and agrees, on behalf of itself, its successors and assigns and successors in title that the Seller will be entitled from time to time to record notices of extensions of the Use Restrictions as such notices and extensions are provided for in Massachusetts General Laws, Chapter 184, Sections 27 and 29. In the event of a breach of the Use Restrictions at any time during the duration of same, as set forth herein, Seller, Sellers's successors and its successors in title may seek specific performance of the Use Restrictions or Redevelopment Restriction, or either them, in a court of law having jurisdiction over the matter and obtain from Buyer, or its successors or assigns or successors in title, as the case may be, all costs and expenses, including attorney's fees, incurred in the enforcement or defense of the Use Restrictions and any other damages (excluding any consequential, indirect or punitive damages) suffered by Seller arising or resulting from a breach of the Use Restrictions. In no event shall Buyer, or any successor or assign or successor in title of Buyer, be responsible for a breach of the Use Restrictions occurring prior to or after Buyer's (or such successor's or assign's, respectively) term of ownership of the Property.

7.2.2. Such affidavits or letters of indemnity as the title insurer shall reasonably require in order to omit from the owner's policy of title insurance issued at Closing exceptions for unfilled mechanics' or materialmen's liens for work performed by Seller prior to Closing or for rights of parties in possession.

7.2.3. A Non-Foreign Affidavit as required by the Foreign Investors in Real Property Tax Act ("FIRPTA"), as amended.

7.2.4. A certification by Seller that all representations and warranties made by Seller in Article 3 of this Agreement are true and correct in all material respects on the date of Closing, except as may be set forth in such certificate.

7.2.5. All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby, including, without limitation, all documentation necessary and appropriate to evidence the authority and legal good standing of the Seller and the authority of the person(s) executing the subject closing documents, together with applicable certificates issued by the Massachusetts Secretary of State's office.

7.3. Buyer Deliveries. At Closing, Buyer shall deliver to Seller, through the closing agent, the following, and it shall be a condition to Seller's obligation to close that Buyer shall have delivered, subject to customary conveyancing practices.

7.3.1. In accordance with Seller's instructions, a wire transfer in the amount of the Base Purchase Price, less the Deposit held by Seller (subject to the adjustments provided for in this Agreement), transferred to the order or account of Seller.

7.3.2. A certification by Buyer that all representations and warranties made by Buyer in Article 16 of this Agreement are true and correct in all material respects on the date of Closing, except as may be set forth in such certificate.

7.3.3. All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby, including, without limitation, all documentation necessary and appropriate to evidence the authority and legal good standing of the Buyer and the authority of the person(s) executing the subject closing documents, together with applicable certificates issued by the Massachusetts Secretary of State's office.

8. Apportionments: Taxes: Expenses.

8.1. Apportionments.

8.1.1. Taxes and Utilities. If any real estate taxes or assessments are charged against the Property, the same shall be prorated on a per diem basis as of the date of Closing. All charges for water and sewer and municipal electric service shall be paid by Seller no later than the Closing, based on final readings obtained by Seller, and gas and all other utilities ("Utilities") shall be prorated on a per diem basis as of the date of Closing. If any Utilities cannot conclusively be determined as of the date of Closing, then the same shall be adjusted at Closing based upon the most recently issued bills thus far and shall be re-adjusted within ninety (90) days after the Closing after final Utilities are determined. Buyer hereby agrees to assume and pay all real estate taxes and assessments affecting the Property on and after the date of the Closing.

8.2. Expenses. Each party will pay all its own expenses incurred in connection with this Agreement and the transactions contemplated hereby, including, without limitation, (1) all costs and expenses stated herein to be borne by a party, and (2) all of their respective accounting, legal and appraisal fees. Buyer, in addition to its other expenses, shall pay at Closing (1) all recording charges incident to the recording of the deed for the Property, (2) all premiums for any coverage under Buyer's title insurance policy and all fees for the Commitment, (3) and all Buyer's survey costs (but not including the cost of the Plan, except as otherwise provided herein). Seller, in addition to its other expenses, shall pay at Closing the deed stamps for recording of the deed.

9. Damage or Destruction: Condemnation.

If at any time prior to the date of Closing any portion of the Property is condemned or taken by eminent domain proceedings by any public authority, or any portion of the Property is damaged or destroyed by fire or other casualty, the cost of repair of which will in Buyer's good faith determination exceed \$20,000, then, at Buyer's option by notice given to Seller within ten (10) business days following written notice of such condemnation or casualty (but in no event later than the scheduled time of Closing), this Agreement shall terminate, and the Deposit shall

be returned to Buyer, and except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder.

If there is any condemnation, taking, fire or casualty as above set forth, and if Buyer elects not to terminate this Agreement as herein provided (or if Buyer does not have the right to terminate this Agreement), then there shall be no reduction to the Purchase Price and all condemnation and insurance proceeds paid or payable to Seller shall belong to Buyer and shall be paid over and assigned to Buyer at Closing, less in any costs of collection and any sums expended in restoration.

Until the delivery of the deed, the SELLER shall maintain insurance on said premises in an amount equal to the replacement value of the Property.

10. Remedies.

10.1. Buyer Default. In the event Buyer breaches or fails, without legal excuse, to complete the purchase of the Property or to perform its obligations under this Agreement, then Seller shall, as its sole remedy therefore, be entitled to receive and retain the Deposit, plus all interest earned and accrued thereon, as liquidated damages (and not as a penalty) in lieu of, and as full compensation for, all other rights or claims of Seller against Buyer by reason of such default. Thereupon, this Agreement shall terminate, and the parties shall be relieved of all further obligations and liabilities hereunder, except as expressly set forth herein. Buyer and Seller acknowledge that the damages to Seller resulting from Buyer's breach would be difficult, if not impossible, to ascertain with any accuracy, and that the liquidated damage amount set forth in this Section represents both parties' best efforts to approximate such potential damages.

10.2. Seller Default. In the event Seller breaches or fails, without legal excuse, to complete the sale of the Property or to perform its material obligations under this Agreement to be performed prior to Closing, Buyer may, as its sole remedy therefor, either (i) enforce specific performance against Seller of Seller's obligation to convey to Buyer such title to the Real Property as is then held by Seller, or (ii) terminate this Agreement and receive a return of the Deposit (provided Seller has been given written notice specifically referencing this Section and a reasonable opportunity to cure the failure).

Notwithstanding anything to the contrary contained in this Agreement, Buyer agrees that its recourse against Seller under this Agreement or under any other agreement, document, certificate or instrument delivered by Seller to Buyer (including without limitation all agreements, documents, certificates and instruments delivered at Closing), or under any law applicable to the Property or this transaction, shall be strictly limited to Seller's interest in the Property (or upon consummation of the transaction contemplated hereunder, to the net proceeds of the sale thereof actually received by Seller), and that in no event shall Buyer seek or obtain any recovery or judgment against any of Seller's other assets (if any) or against any of Seller's employees or officers or against Holy Family Parish or its employees or officers. Buyer agrees that Seller shall have no liability to Buyer for any breach of Seller's covenants, representations or warranties hereunder or under any other agreement, document, certificate or instrument delivered by Seller to Buyer (including without limitation all agreements, documents, certificates and

instruments delivered at Closing), or under any law applicable to the Property or this transaction. Subject to Seller's right to cure, Buyer's sole recourse for any breach by Seller hereunder shall be limited to the right to terminate this Agreement and to a return of its deposit monies.

11. Confidentiality. Buyer agrees to keep confidential and not disclose, and not to use, other than in connection with its determination whether to proceed with the purchase of the Property in accordance with Section 4.4 hereof, or in connection with any actions reasonably necessary to determine Town of Rockland zoning compliance for Buyer's intended use of the premises as set forth in Section 1, above, any of the documents, material or information regarding the Property supplied to Buyer by Seller or by any third party, except to Buyer's Board of Directors, consultants, professionals utilized in connection with Buyer's inspection of the Property pursuant to said Section 4.4, attorneys, lenders regulatory agencies and investors on a "need to know" basis (and Buyer shall instruct its consultants, attorneys, lenders and investors to keep confidential and not disclose the same), unless Buyer is compelled to disclose such documents, material or information by law or by subpoena. Notwithstanding the foregoing, the parties agree that Buyer may disclose such information and provide such documents as may, in Buyer's reasonable determination, be necessary or desirable in connection with any proceedings before or applications to the Town of Rockland or any of its departments or boards or to any interested party related to zoning relief, site plan approval, or building permits relative to Buyer's intended redevelopment of the Property, and any such disclosure or provision shall not be deemed a violation of this Section 11. Buyer agrees to indemnify and hold harmless Seller from and against any and all losses, damages, claims and liabilities of any kind (including, without limitation, reasonable attorneys' fees) arising out of Buyer's or its consultants breach of this Section 11. In the event that the Closing does not occur in accordance with the terms of this Agreement, Buyer shall return to Seller all of the documents, material or information regarding the Property supplied to Buyer by Seller or at the request of Seller. The provisions of this Section 11 shall survive the termination of this Agreement but shall no longer be applicable following Closing in accordance with the terms of this Agreement.

12. Possession. Possession of the Property, free of all tenants and occupants and in broom clean condition shall be surrendered to Buyer at Closing.

13. Notices. All notices and other communications provided for herein shall be in writing and shall be sent to the address set forth below (or such other address as a party may hereafter designate for itself by notice to the other parties as required hereby) of the party for whom such notice or communication is intended:

13.1. If to Seller:

Roman Catholic Archbishop of Boston
66 Brooks Drive
Braintree, MA 02184
Fax No.: (617) 783-4564
Attention: Chancellor

With a copy to:

Roman Catholic Archbishop of Boston
66 Brooks Drive
Braintree, MA 02184
Fax No.: (617) 783-4564
Attention: General Counsel

Gene J. Guimond, Esq.
Baker, Braverman & Barbadoro, P.C.
300 Crown Colony Drive, Suite 500
Quincy, MA 02169
Email: geneg@bbb-lawfirm.com

13.2. If to Buyer:

Connolly and Partners, LLC
439 Washington Street
Braintree, MA 02184
Attn: William M. Connolly

With a copy to:

Joseph Armstrong, President
Multifamily Capital Resources, Inc.
3 Webster Square, Suite 441
Marshfield, MA 02050

Edward M. Doherty, Esq.
50 Franklin Street
Boston, MA 02110
Email: emd@dohertylawoffices.net

If to the Escrow Agent to:

Gene J. Guimond, Esq.
Baker, Braverman & Barbadoro, P.C.
300 Crown Colony Drive, Suite 500
Quincy, MA 02169
Email: geneg@bbb-lawfirm.com

Any such notice or communication shall be sufficient if sent by registered or certified mail, return receipt requested, postage prepaid; by hand delivery; by overnight courier service; or by telecopy (with confirmation of transmission report), with an original by regular mail, and, in all

events, by email. Any such notice or communication shall be effective when delivered or when delivery is refused.

14. Brokers. Buyer and Seller each represents to the other that it has not dealt with any broker or agent in connection with this transaction other than Cushman Wakefield ("Cushman"). Seller shall pay Cushman a commission pursuant to a separate agreement, if, as and when the Closing occurs and Seller receives the Purchase Price, but not otherwise. Each party hereby indemnifies and holds harmless the other party from all loss, cost and expense (including reasonable attorneys' fees) arising out of a breach of its representation or undertaking set forth in this Section 14. The provisions of this Section 14 shall survive Closing or the termination of this Agreement.

15. Escrow Agent. Escrow Agent shall hold the Deposit in accordance with the terms and provisions of this Agreement, subject to the following:

15.1. Obligations. Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement and no implied duties or obligations shall be read into this Agreement against Escrow Agent.

15.2. Reliance. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes, and any statement or assertion contained in such writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instrument in connection with the provisions of this Agreement has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited in escrow, nor as to the identity, authority, or right of any person executing the same, and Escrow Agent's duties under this Agreement shall be limited to those provided in this Agreement.

15.3. Disputes. Any notice sent by Seller or Buyer (the "Notifying Party") to the Escrow Agent - in its duty as escrow agent - shall be sent simultaneously to the other noticed parties (the "Notice Parties"). If the Notice Parties do not object to the Notifying Party's notice to the Escrow Agent within seven (7) days after the Notice Parties' receipt of the Notifying Party's certificate to the Escrow Agent, the Escrow Agent shall be able to rely on the same. If the Notice Parties send, within such seven (7) days, written notice to the Escrow Agent disputing the Notifying Party's certificate, a dispute shall exist, and the Escrow Agent shall hold the Deposit as hereinafter provided. The parties hereto hereby acknowledge that Escrow Agent shall have no liability to any party on account of Escrow Agent's failure to disburse the Deposit if a dispute shall have arisen with respect to the propriety of such disbursement and, in the event of any dispute as to who is entitled to receive the Deposit, Escrow Agent shall disburse them only in accordance with joint written instructions of Buyer and Seller or pursuant to the final order of a court of competent jurisdiction, or shall deposit or interplead such funds into a court of competent jurisdiction pending a final decision of such controversy. The parties hereto further agree that Escrow Agent shall not be liable for failure of any depository and shall not be otherwise liable except in the event of Escrow Agent's gross negligence or willful misconduct. The Escrow Agent shall be reimbursed on an equal basis by Purchaser and Seller for any reasonable expenses incurred by the Escrow Agent arising from a dispute with respect to the

Deposit. Notwithstanding anything to the contrary contained herein, Buyer hereby agrees that Baker, Braverman & Barbadoro, P.C. shall thereafter be entitled to represent Seller in any such dispute as fully and competent as though Baker, Braverman & Barbadoro, P.C. had never acted as escrow agent holding the deposit.

15.4. Counsel. Escrow Agent may consult with counsel of its own choice and have full and complete authorization and protection in accordance with the opinion of such counsel. Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind, unless caused by its negligence or misconduct.

15.5. Interest. All deposits into the escrow while held by Escrow Agent shall be held by the Escrow Agent in an interest-bearing account. All interest earned on the Deposit during such period shall be deemed to be part of the Deposit and shall accrue to the benefit of Buyer except to the extent the Deposit becomes payable to Seller. In such event the interest earned on the Deposit shall accrue to the benefit of the Seller.

16. Representations of Buyer. Buyer represents and warrants that:

16.1. Authority. Buyer has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Buyer has been duly authorized.

16.2. No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of Buyer does not and will not violate any applicable law, ordinance, statute, rule, regulation, order, decree or judgment, conflict with or result in the breach of any material terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the property or assets of the Buyer by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which Buyer is a party or which is or purports to be binding upon Buyer or which otherwise affects Buyer, which will not be discharged, assumed or released at Closing. No action by any federal, state or municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon Buyer in accordance with its terms.

16.3. Source of Funds. Seller acknowledges and agrees that Buyer's obligations hereunder are contingent upon Buyer obtaining financing "Award Letter(s)", to include, but not limited to, Low Income Housing Tax Credits (LIHTCs), from the Massachusetts Department of Housing and Community Development (DHCD) or Massachusetts Housing Finance Agency tax exempt bonds, federal and state low income housing tax credits, and federal and state historic tax credits, for the purchase and redevelopment of the Property. Buyer shall apply for the aforementioned credits on or Before February 28, 2021, and provide Seller with copies of all such applications. If Buyer is unable, despite diligent efforts, to obtain the aforementioned Award Letter(s), on or before June 30, 2021, Buyer may terminate this Agreement by written notice to Seller and thereafter this Agreement shall be of no force and effect.

16.4. Patriot Act. Buyer is in compliance with the requirements of the Order and other similar requirements contained in the rules and regulations of OFAC and in any other Orders. Neither the Buyer nor any of its affiliates (A) is listed on the Lists, (B) is a Person (as defined in the Order) who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or (C) is owned or controlled by (including without limitation by virtue of such Person being a director or owning voting shares or interests), or acts for or on behalf of, any person on the Lists or any other Person who has been determined by competent authority to be subject to the prohibitions contained in the Orders.

17. Miscellaneous.

17.1. Assignability. Except as provided for in Section 19, Buyer may not assign or transfer all or any portion of its rights or obligations under this Agreement to any other individual, entity or other person save an entity set up by BUYER, or its manager, to hold title to Property, without the written consent thereto by Seller, which consent shall be in the Seller's sole and unfettered discretion.

17.2. Governing Law; Bind and Inure. This Agreement shall be governed by the law of the Commonwealth of Massachusetts and shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and personal representatives.

17.3. Recording. This Agreement or any notice or memorandum hereof shall not be recorded in any public record. A violation of this prohibition shall constitute a material breach of Buyer, entitling Seller to terminate this Agreement.

17.4. Time of the Essence. Time is of the essence of this Agreement.

17.5. Headings. The headings preceding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

17.6. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17.7. Exhibits. All Exhibits which are referred to herein and which are attached hereto or bound separately and initialed by the parties are expressly made and constitute a part of this Agreement.

17.8. Survival. Unless otherwise expressly stated in this Agreement, each of the warranties and representations of Seller and Buyer expressly set forth in this Agreement or in any agreement, document, certificate or instrument delivered at Closing shall survive the Closing and delivery of the deed and other closing documents by Seller to Buyer, and shall not be deemed to have merged therewith; provided, however, that any suit or action for breach of any of the representations or warranties set forth herein or in any agreement, document, certificate or instrument delivered at Closing must be commenced within three (3) months after the Closing or

any claim based thereon shall be deemed irrevocably waived. Unless expressly made to survive, all other obligations and covenants of Seller contained herein shall be deemed to have been merged into the deed and shall not survive the Closing.

17.9. Use of Proceeds to Clear Title. To enable Seller to make conveyance as herein provided, Seller may (but shall not be obligated to), at the time of Closing, use the Purchase Price or any portion thereof to clear the title of any or all encumbrances or interests, provided that provision reasonably satisfactory to Buyer's attorney is made for prompt recording of all instruments so procured in accordance with conveyancing practice in the jurisdiction in which the Property is located.

17.10. Submission not an Offer or Option. The submission of this Agreement or a summary of some or all of its provisions for examination or negotiation by Buyer or Seller does not constitute an offer by Seller or Buyer to enter into an agreement to sell or purchase the Property, and neither party shall be bound to the other with respect to any such purchase and sale until a definitive agreement satisfactory to the Buyer and Seller in their sole discretion is executed and delivered by both Seller and Buyer.

17.12 Entire Agreement; Amendments. This Agreement and the Exhibits hereto set forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained herein. This Agreement may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent or discharge is sought.

18. Unjust Enrichment The Buyer agrees, on behalf of itself, its assigns and its successors in title that if the Buyer, its assigns, and its successors in title make an arms-length fair market conveyance of the Property in its entirety, within the Covenant Period (as defined below) and prior to demolition and construction of improvements on the Property, and prior to when any demolition and construction permits have been obtained ("Improvement Event"), then the Buyer, its assigns and its successors in title shall pay the Seller the following percentages of Net Proceeds from such sale, it being understood and agreed, that as used herein, Net Proceeds will be equal to the amount of proceeds received by the Buyer, or its successor in title, in excess of the consideration stated above, less any reasonable selling costs incurred by the Buyer or other costs or expenses incurred by Buyer in connection with the Property between the date of recording hereof and such sale:

1. In the event that such sale occurs in or within one (1) year of the recording of the Deed, the Seller shall be entitled to fifty (50%) of the Net Proceeds.
2. In the event that such sale occurs in or within two (2) years of the recording of the Deed, the Seller shall be entitled to forty (40%) of the Net Proceeds.
3. In the event that such sale occurs in or within three (3) years of the recording of the Deed, the Seller shall be entitled to thirty (30%) of the Net Proceeds.

4. In the event that such sale occurs in or within four (4) years of the recording of the Deed, the Seller shall be entitled to twenty (20%) of the Net Proceeds.
5. In the event that such sale occurs in or within five (5) years of the recording of the Deed, the Seller shall be entitled to ten (10%) of the Net Proceeds.

The Unjust Enrichment Covenant will expire upon the fifth anniversary of the date of the recording of the Deed from the Seller to the Buyer (the period between the date of recording hereof and such date being referred to herein as the "Covenant Period"), provided that the Unjust Enrichment Covenant shall automatically terminate upon the occurrence of an Improvement Event. Payment shall be made by the Buyer (if applicable), its assigns, or its successors in title, at the closing of initial conveyance of the entire Property (which shall be the only permitted conveyance during the Covenant Period) during the Covenant Period. Upon payment of the aforementioned sum in the instance of the first arms-length conveyance of the entire Property, upon request, the Seller shall issue a release of this Covenant to the Buyer or its assigns or its successor in title as it pertains to the Property.

The parties acknowledge that the sale of low income or historic tax credits to any investor pursuant to standard real estate syndication practices when the use of the Property is for low and moderate income housing is not a sale under this provision.

Anything herein to the contrary notwithstanding, the Unjust Enrichment Covenant shall terminate following any foreclosure sale with respect to any mortgage, deed of trust or other security interest held by an unrelated third party, institutional lender on or in the Property, or following such conveyance in lieu of foreclosure of such security interest.

19. Notwithstanding any other provision of this Agreement to the contrary, Seller and Buyer agree that Buyer may assign its interest in this Agreement to a person or persons or an entity controlled by Buyer or its principals and that the deed to be delivered hereunder shall run to such grantee as Buyer (or its successor) may nominate, provided that such grantee so nominated is controlled by Buyer or its principals, and provided further that such assignee or nominated grantee shall not be engaged in or openly espouse or support abortion, euthanasia, or embryonic stem cell research.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

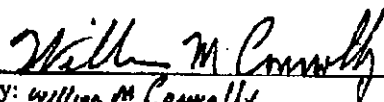
SELLER:

ROMAN CATHOLIC ARCHBISHOP OF BOSTON, a corporation sole

By: _____
Name: _____
Title: _____

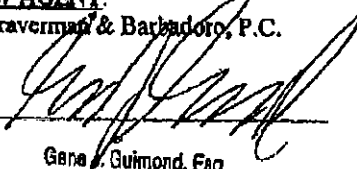
BUYER:

Connolly and Partners, LLC


By: *William M. Connolly*
Its: *MANAGING PARTNER*

ESCROW AGENT:

Baker, Braverman & Barbadoro, P.C.


By: Gene J. Guimond, Esq.
Its: Baker, Braverman & Barbadoro, P.C.
300 Crown Colony Drive, Suite 500
Quincy, MA 02169

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

SELLER:

ROMAN CATHOLIC ARCHBISHOP OF BOSTON, a corporation sole

By: *+ Ken O'May*
Name: _____
Title: _____

BUYER:

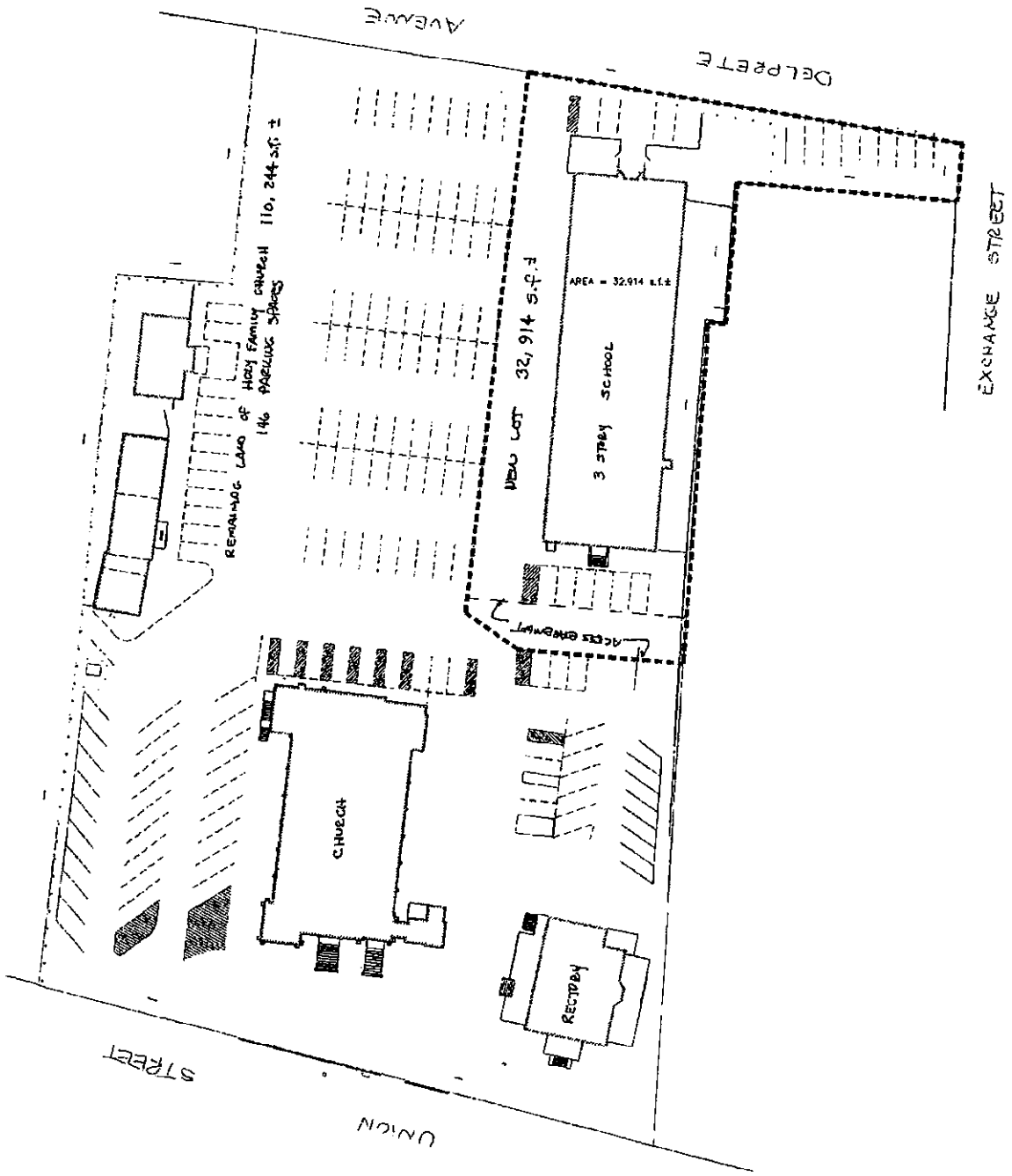
Connolly and Partners, LLC

By: *William M Connolly*
Name: *William M Connolly*
Title: *Managing Partner*

ESCROW AGENT:

Baker, Braverman & Barbadoro, P.C.

By: *Gene J. Guilmond*
Name: *Gene J. Guilmond, Esq.*
Title: *Baker, Braverman & Barbadoro, P.C.*
300 Crown Colony Drive, Suite 500
Quincy, MA 02169



AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is made as of this 19th day of October, 2021, by and between the Roman Catholic Archbishop of Boston, a corporation sole, created pursuant to Chapter 506 of the Acts of 1897 ("Seller"), Connolly and Partners, LLC (the "Buyer"), and was joined for the limited purposes as escrow agent, by Baker, Braverman & Barbadoro, P.C. (the "Escrow Agent"). Buyer, Seller, and Escrow Agent are collectively referred to herein as (the "Parties")

RECITALS

WHEREAS, the Parties entered into a Purchase and Sale Agreement dated August 10th, 2020 (the "Agreement") detailing the terms for the purchase and sale of certain property owned by Seller (the "Property").

WHEREAS, Section A of the Agreement erroneously referenced the square footage of the Property to be "an area of approximately 32,914 square feet" and referred to an attached sketch plan depicting as such (the "Plan").

WHEREAS, the actual square footage of the Property is approximately 38,888 square feet, plus an access easement of approximately 662 square feet, as depicted in a plan prepared by McKenzie Engineering dated 4/20/21 attached hereto as Exhibit A (the "Revised Plan").

NOW THEREFORE, for consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby amend the Agreement as follows

1. Section A of the Agreement is hereby amended to reference the size of the Property as "approximately 38,888 square feet, plus an access easement of approximately 662 square feet" and the Plan is hereby replaced with the attached Revised Plan;
2. The Seller's obligations under this Agreement are conditioned on Buyer providing Seller with a legal opinion letter, satisfactory to Seller in Seller's sole and unfettered discretion, that the increase in square footage and potential decrease in the number of parking spaces on the land to be retained by Seller will not be in violation of the Zoning Bylaws for the Town of Rockland;
3. All past and future additional monthly payments of \$1,000.00 provided for in Section 2.2 shall be immediately released by the Escrow Agent to the Seller as being duly earned and non-refundable to Buyer, regardless of Seller default;
4. The Award Deposit set forth in Section 2.2 shall be increased from \$100,000.00 to \$125,000.00, with \$25,000.00 being immediately released to Seller as being duly earned and non-refundable to Buyer, regardless of Seller default.; and
5. Only the Initial Deposit and \$100,000.00 of the Award Deposit shall be refunded to Buyer pursuant to Section 2.3 due to Seller default.

In all other respects, the Agreement remains unchanged.

IN WITNESS WHEREOF, the Parties have executed and delivered this Amendment as of the date first above written.

SELLER:

ROMAN CATHOLIC ARCHBISHOP OF BOSTON, a corporation sole

By: 

Name: Gene J. Guimond, as his/her/its by
Title: attorney in fact.

BUYER:

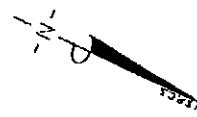
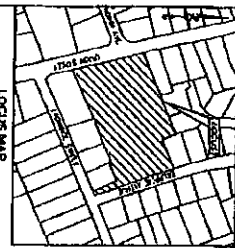
CONNOLLY AND PARTNERS, LLC

By: William M Connolly

Name: William M Connolly

Title: Managing Partner

Exhibit A
Revised Plan



PROPOSED SCHOOLHOUSE APARTMENTS

NO.	DESCRIPTION	AREA (SQ. FT.)	AREA (SQ. YD.)
1	EXISTING BUILDING	10,000	1,111
2	NEW BUILDING	10,000	1,111
3	TOTAL	20,000	2,222

PROPOSED SCHOOLHOUSE APARTMENTS

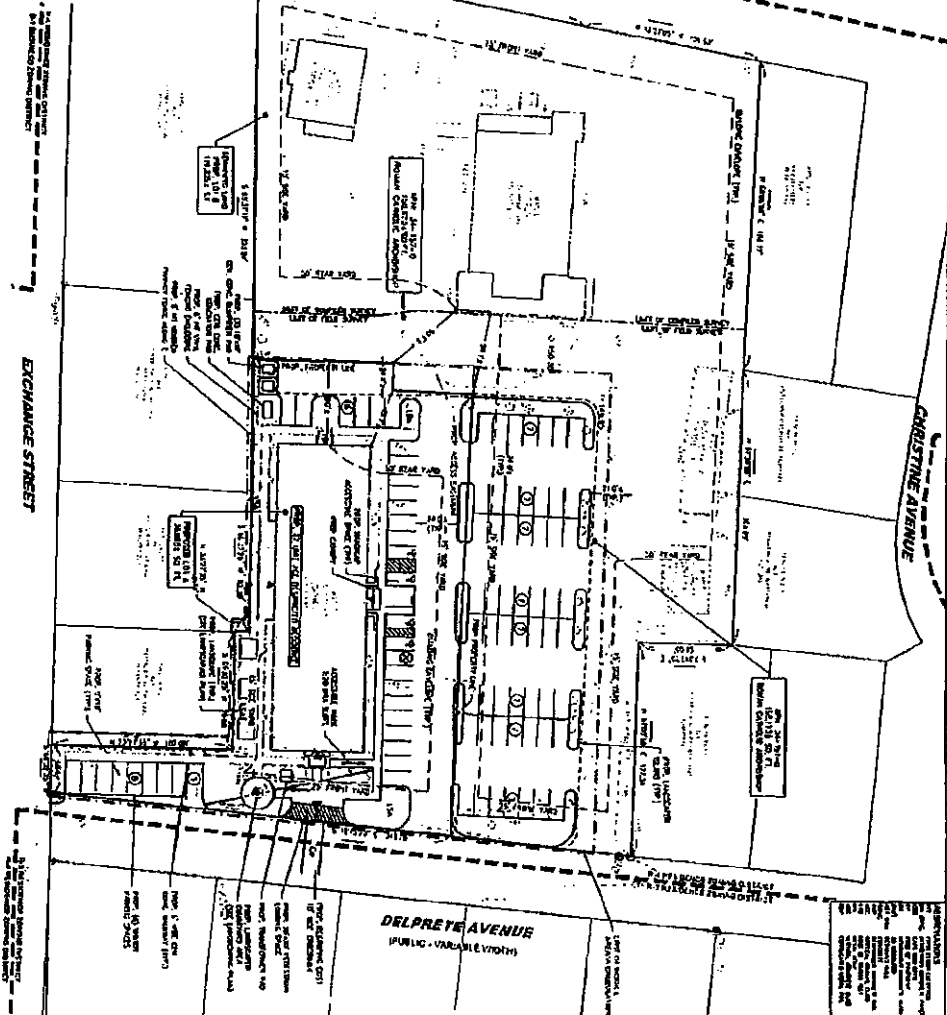
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SCALE: 1" = 30'

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SITE PLAN

NOT FOR CONSTRUCTION

PROPOSED SCHOOLHOUSE APARTMENTS
403 UNION STREET
(ASSESSOR PARCEL 31-157-0)
ROCKLAND, MASSACHUSETTS

LEGEND

SYMBOL	DESCRIPTION
[Symbol]	EXISTING BUILDING
[Symbol]	NEW BUILDING
[Symbol]	PARKING SPACE
[Symbol]	STREET
[Symbol]	WALKWAY
[Symbol]	LANDSCAPE
[Symbol]	UTILITY
[Symbol]	WATER
[Symbol]	SEWER
[Symbol]	TELEPHONE
[Symbol]	POWER
[Symbol]	RAIN
[Symbol]	WIND
[Symbol]	SUN
[Symbol]	MOON
[Symbol]	STARS
[Symbol]	CLOUDS
[Symbol]	WATER
[Symbol]	LAND
[Symbol]	SKY

Exhibit I

Requested Waivers

Applicable Sections of the Town of Rockland Zoning Bylaw Pertinent to this Application

ARTICLE IV - PERMITTED USES:

<u>REGULATION</u>	<u>REQUIRED</u>	<u>REQUESTED</u>
415-11	R-4 Residence Zoning District: Permitted principle uses: Multi family residence	Exemption Not Required

ARTICLE V – BUILDING, LOT AND GENERAL DISTRICT REGULATIONS:

<u>REGULATION</u>	<u>REQUIRED</u>	<u>REQUESTED</u>
415-22 (District R-4)	-Maximum number of dwelling units per 32,670 square feet: 4	Exemption 22.3 units per 32,670 square feet (27 units on 38,888 s.f. proposed lot)
415-22 (District R-4)	Minimum side yard setback: 15 feet	Exemption (10.62 feet)
415-22 A(1).	All parking spaces as required by this bylaw shall be a minimum of 10 feet in width by 20 feet in length for full size vehicles; and nine feet in width by 18 feet in length for compact vehicles. The ratio shall be 30% compact vehicles to 70% full size vehicles spaces.	Exemption (9' x 18')
415-22 A(2)a.	In all Residential Zones, all parking areas, loading areas and areas used for access, egress or onsite circulation shall be set back a minimum of 10 feet from any property line and the ten-foot set back shall be properly landscaped and maintained.	Exemption Visitor Spaces setback: 2.22' min.
415-22 F (5) d.	F(1) F(2) F(3) The conversions of schools, retail/wholesale establishments, and other industrial, or commercial buildings into dwelling will be allowed by the Zoning Board of Appeals under the Special Permit	Special Permit - Exemption Not Required

415-22 G (1)a.	The following uses shall require the submission of a traffic impact report to the Planning Board: The proposed construction of 25 or more residential units	Exemption
415-22 H	Consultant review requirement.	Exemption

ARTICLE VIII – SITE PLAN REVIEW:

<u>REGULATION</u>	<u>REQUIRED</u>	<u>REQUESTED</u>
415-58	Except as provided herein, no building, excavation, or foundation activities shall be initiated unless a Site plan is first submitted and approved and a building permit issued.	Exemption
415-59	Site plan review and approval	Exemption

ARTICLE XI – ENFORCEMENT

<u>REGULATION</u>	<u>REQUIRED</u>	<u>REQUESTED</u>
415-89 A	A special permit shall be required to construct or otherwise establish any of the specific types of uses so identified within this bylaw which shall only be permitted upon issuance of a special permit.	Exemption

ARTICLE XIII – DESIGN REVIEW BOARD

<u>REGULATION</u>	<u>REQUIRED</u>	<u>REQUESTED</u>
415-93.A	All commercial, industrial, public, and institutional sites and/or buildings which are to be constructed, or substantially altered and/or renovated shall be subject to review by the Design Review Board, regardless of their location in Rockland.	Exemption
415-94.B	Condominium Developments are subject to review by the Design Review Board.	Exemption

Exhibit J

Municipal Lien Certificate

State Tax Form 290
Certificate: 6718
Issuance Date: 12/06/2021

MUNICIPAL LIEN CERTIFICATE
Town of Rockland, MA
COMMONWEALTH OF MASSACHUSETTS

Requested by EDWARD M. DOHERTY
50 FRANKLIN ST, SUITE 3A
BOSTON MA 02110

I certify from available information that all taxes, assessments and charges now payable that constitute liens as of the date of this certificate on the parcel of real estate specified in your application received on 12/06/2021 are listed below.

DESCRIPTION OF PROPERTY

Parcel ID: 34-0157

403 UNION ST

ROMAN CATHOLIC ARCHBISHOP
403 UNION ST
ROCKLAND MA 02370

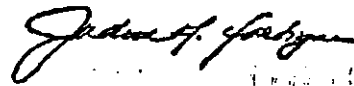
Land area : 3.63 AC
Land Value : 1,286,500
Impr Value : 8,640,300
Land Use : 0
Exemptions : 0
Taxable Value: 9,926,800

Deed date: Book/Page:
Class: 960-

FISCAL YEAR	2022	2021	2020
DESCRIPTION			
COMMERCIAL REAL ESTATE TAX	\$.00	\$.00	\$.00
Charges/Fees	\$.00	\$.00	\$.00
Abatements/Exemptions	\$.00	\$.00	\$.00
Payments/Credits	\$.00	\$.00	\$.00
Interest to 12/06/2021	\$.00	\$.00	\$.00
TOTAL BALANCE DUE:	\$.00	\$.00	\$.00

NOTE: Actual 2022 taxes not yet issued.

FINAL READINGS/WATER,SEWER AND TRASH LIENS CALL:
WATER 781-878-0901; SEWER 781-878-1964; 781-871-1874 EXT 1005
ACCT# N/A
DUE DATE 12/30/2021
WATER: N/A
SEWER: N/A
TRASH: N/A
SEWER BETTERMENT: NO



JUDITH A HARTIGAN
TOWN COLLECTOR

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

Exhibit K

Certified Abutters List



TOWN OF ROCKLAND

Board of Assessors

Town Hall
242 Union Street
Rockland, Massachusetts 02370

December 10, 2021

CERTIFIED ABUTTERS LIST OF MAP 34 – PARCEL 157

403 UNION STREET

BOARD – ZBA (*Holy Family School*)

REQUIREMENTS – Abutters, next abutter within 300 ft and directly across a public or private street or way.

CERTIFIED BY:

Chrissi MacPherson
Chrissi MacPherson – Senior Administrative Assistant

Parcel ID	Owner	Location	Mailing Street	Mailing City, ST, Zip
34-157	ROMAN CATHOLIC ARCHBISHOP	403 UNION ST	403 UNION ST	ROCKLAND, MA 02370
34-156	BROWN CHARLES G	46-48 EXCHANGE ST	72 PARNELL ST	WEYMOUTH, MA 02191
34-158	MARTINS JOSE & PENA MAYTEE	433 UNION ST	433 UNION ST	ROCKLAND, MA 02370
34-159	LEVANGIE EILEEN & PETER M	439 UNION ST	439 UNION ST	ROCKLAND, MA 02370
34-161	SMALLS DORIS	23 CHRISTINE AV	23 CHRISTINE AV	ROCKLAND, MA 02370
34-162	NOLAN MARTIN J JR & MARY B MARK J	29 CHRISTINE AV	29 CHRISTINE AVE	ROCKLAND, MA 02370
34-163	RICHARDSON HEIDI S	40 DELPRETE AV	40 DELPRETE AV	ROCKLAND, MA 02370
34-164	WORDEN PETER A & ELIZABETH L	44 DELPRETE AV	44 DELPRETE AVE	ROCKLAND, MA 02370
34-165	PEREDETTO ERNEST JR & LYNN	37 CHRISTINE AV	37 CHRISTINE AVE	ROCKLAND, MA 02370
34-170	CAPPIELLA GARY & PIROG ROKSANA	41 DELPRETE AV	41 DELPRETE AV	ROCKLAND, MA 02370
34-171	BOHLD DIANNE M	31 DELPRETE AV	31 DELPRETE AV	ROCKLAND, MA 02370
34-172	SHEEHAN DANIEL L & MARJORIE J	21 DELPRETE AV	21 DELPRETE AVE	ROCKLAND, MA 02370
34-173	MCPHERSON ANDREW C & TENORE SUSAN J	11 DELPRETE AV	11 DELPRETE AV	ROCKLAND, MA 02370
34-174	HALL JOYCE A	64 EXCHANGE ST	64 EXCHANGE ST	ROCKLAND, MA 02370
34-235	JAIMATADI INVESTMENTS LLC	430 UNION ST	23 CHEROKEE RD	CANTON, MA 02021
39-24	NELSON DEBORAH TRUSTEE UNION TRS OF ROCK REALTY TRS	408 UNION ST	PO BOX 586	HANSON, MA 02341
39-26	TOWN OF ROCKLAND MCKINLEY SCHOOL	394 UNION ST	394 UNION ST	ROCKLAND, MA 02370
39-205	TWENTY TWELVE	393 UNION ST	6 MAIN ST	PLYMOUTH, MA 02360
39-206	ORIARTY LAURA E	28 EXCHANGE ST	28 EXCHANGE ST	ROCKLAND, MA 02370
39-207	CHRISTIE ANNA & HIGGINS CONOR F	38 EXCHANGE ST	38 EXCHANGE ST	ROCKLAND, MA 02370
39-212	BERRY ROBERT A & JESSIE E	51 EXCHANGE ST	51 EXCHANGE ST	ROCKLAND, MA 02370

Planning Boards: Rockland, Abington, Whitman, Norwell, Hanson, Hanover, Hingham & Weymouth:

Rockland Board of Assessors (Notice of decision only)

The above constitutes a complete list of all parties in interest as found in the most recent tax list, pursuant to Chapter 40A, Section 11, of the General Law.

cmacpherson@rockland-ma.gov

Page 1 of 1